

**AMENDED NOTICE OF MEETING (•) OF THE
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

• Assistive Listening Devices Available on Request for Use during Court Session

Amended Notice is hereby given that a Meeting of the above named Commissioners Court will be held on **Monday the 28th day of December, 2015 at 10:00 o'clock a.m.**, in the County Courthouse, Jacksboro, Texas, at which time the following subjects* will be discussed and appropriate action taken, to-wit:

These subjects may or may not be discussed in the order shown. All items listed below as part of the called "Consent Agenda Items" require no deliberation by the Court. Each Court member has the prerogative of removing an item from this agenda so that it may be considered separately.

1. PUBLIC FORUM (Limited to 5 minutes per person);

2. PAYMENT OF CLAIMS;

3. CONSENT AGENDA ITEMS:

- (a) Approval of Minutes of Meetings of December 14, 2015;
- (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Reports for period ending November 30, 2015;
- (c) Reception of Certificate of Training Hours for Elected/Appointed County Official/ Officer: Jan Robinson, County Clerk;
- (d) Approval/Renewal of Performance Bond for Reserve Deputy Sheriff Clyde Eugene Watson;
- (e) Approval and acceptance of Joint Primary Election Contract for Spring Party Primary and Runoff, if needed;

4. **Timed Agenda:**

10:00 a.m. - Review and action regarding proposals submitted for the construction of one
(1) county road bridge to be located on Rater Road at Latitude: 33° 27.239'N
and Longitude: 98°15.557'W in Commissioner Precinct No. 4;

5. Discussion of Commissioner Precinct Operations;

6. Update on Courthouse Repair Project 2015 details, if any;

7. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;

8. Reports, if any, by other Department Heads;

9. Review and discussion of New Law and Changes regarding the carrying of handguns in Texas;

10. Adoption of Order designating areas in Courthouse essential for Court Operations;

11. Adoption of Uniform Truancy Plan under Sec. 25.0916, Education Code;

12. Consideration of plan for installation of Grant-Paid Radio Repeater – County Judge;

13. FUTURE AGENDA ITEMS; AND;

14. ADJOURNMENT.

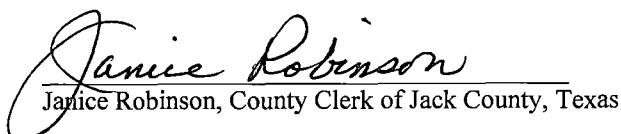
Dated this the 24th day of December, 2015.

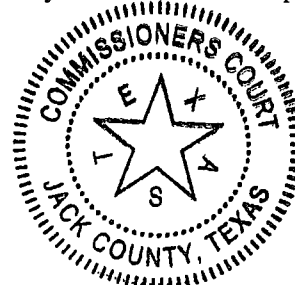
Commissioners Court of Jack County, Texas


Mitchell G. Davenport, Judge of Commissioners Court

I, the undersigned County Clerk, do hereby certify that the above Notice of Meeting of the above named Commissioners Court, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on the bulletin board at the Courthouse door of Jack County, Texas, at a place readily accessible to the general public at all times on the ~~24th~~ ^{28th} day of December, 2015, and said Notice remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the ~~23rd~~ ^{28th} day of December, 2015


Janice Robinson, County Clerk of Jack County, Texas



FILED FOR RECORD

_____ O'CLOCK _____ M.

DEC 28 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**NOTICE OF MEETING (•) OF THE
COMMISSIONERS COURT OF JACK COUNTY, TEXAS**

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FILED FOR RECORD

O'CLOCK _____ M.

DEC 23 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

1. PUBLIC FORUM (Limited to 5 minutes per person);
2. PAYMENT OF CLAIMS;
3. CONSENT AGENDA ITEMS:
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(1) county road bridge to be located on Rater Road at Latitude: 33° 27.239'N
and Longitude: 98°15.557'W in Commissioner Precinct No. 4;
5. Discussion of Commissioner Precinct Operations;
6. Update on Courthouse Repair Project 2015 details, if any;
7. Update on status of County activities, if any, under the CTIF Grant and FEMA Flood Grant;
8. Reports, if any, by other Department Heads;
9. Review and discussion of New Law and Changes regarding the carrying of handguns in Texas;
10. Adoption of Order designating areas in Courthouse essential for Court Operations;
11. Adoption of Uniform Truancy Plan under Sec. 25.0916, Education Code;
12. FUTURE AGENDA ITEMS; AND;
13. ADJOURNMENT.

Dated this the 23rd day of December, 2015

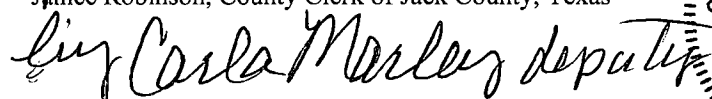
Commissioners Court of Jack County, Texas

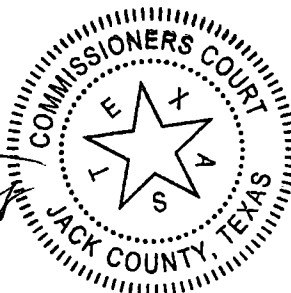

Mitchell G. Davenport, Judge of Commissioners Court

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Dated this the 23rd day of December, 2015


Janice Robinson, County Clerk of Jack County, Texas


Lisa Carla Morley, Deputy



MINUTES

On this the 28th day of December, 2015 the Commissioners Court of Jack County, Texas met in Regular session at 11:20 a.m. with the following elected officials present:

Keith Umphress, Commissioner Pct. 1
James L Brock, Commissioner Pct. 2
James L. Cozart, Commissioner Pct. 3
Terry Ward, Commissioner Pct. 4
Mitchell G. Davenport, County Judge

FILED FOR RECORD
_____ O'CLOCK _____ M.

JAN 11 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY

PUBLIC FORUM

No members of the public spoke. Commissioners Court was delayed ~~due to weather conditions~~ of ice and snow. Notices were posted on Facebook and the Courthouse outside doors.

PAYMENT OF ACCOUNTS AND CLAIMS

All accounts and claims were submitted to the Court for approval. Those submitted were approved and entered into the computer of the County Treasurer.

Commissioner Umphress made a motion to pay all the bills. Judge Davenport seconded and the motion carried unanimously.

CONSENT AGENDA ITEMS

- (a) Approval of Minutes of Meetings of December 14, 2015;
- (b) Review and Acceptance of Revised Treasurer's and Auditor's Monthly Reports for period ending November 30, 2015;
- (c) Reception of Certificate of Training Hours for Elected/Appointed County Official/Officer: Jan Robinson, County Clerk;
- (d) Approval/Renewal of Performance Bond for Reserve deputy Sheriff Clyde Eugene Watson;
- (e) Approval and acceptance of Joint Primary Election Contract for Spring Party Primary and Runoff, if needed;

Judge Davenport made a motion to adopt the Consent Agenda items. Commissioner Cozart seconded and the motion carried unanimously.

TIMED AGENDA

11:30 a.m. - Review and action regarding proposals submitted for the construction of one (1) county road bridge to be located on Rater Road at Latitude: 33° 27.239'N and Longitude: 98° 15.557'W in Commissioner Precinct No. 4;

Commissioner Ward made a motion to approve the bid from Horton Bridge & Piling, Tyler, Texas in the amount of \$23,800 for a bridge identified as: Bridge #1 (bridge across a tributary of Lodge Creek at Rater Road) subject to TxDot approval.

PRECINCT OPERATIONS

Discussion of Commissioner Precinct Operations;

Nothing new to report.

REPAIR PROJECT 2015

Update on Courthouse Repair Project 2015 details, if any;

Nothing new to report.

CTIF GRANT

Update on status of County activities, if any, under the CTIF Grant;

Nothing new to report.

DEPARTMENT HEAD REPORTS

Reports, if any, by other Department Heads;

Nothing new to report.

CARRYING OF HANDGUNS IN TEXAS

Review and discussion of New Law and Changes regarding the carrying of handguns in Texas;

Judge Davenport made a presentation on the new handgun carry law going into effect on January 1. He also announced that 2 new Attorney Generals had just been decided interpreting some of the wording in the law and giving some guidance to the interpretation and application of the law. He announced that he had given each of the Commissioners a copy of the two new law provisions as well as a copy of the AG opinions for their consideration as well in determining what plan, if any, Jack County would adopt at this time. Sheriff Mayo, Constable Spurlock, and County Attorney Brad Dixon were also present and were each given opportunity for comment on the matter.

After review of two draft plans including orders by the judges of the District, County, and Justice Courts voicing their concerns for the safety and welfare of their courtrooms and designating other areas essential to their courtroom operations; the Commissioners also expressed their opinions, observations, and concerns for the County's employees, litigants, court personnel, witnesses, guests, and invitees.

CARRYING OF HANDGUNS IN TEXAS

Adoption of Order designating areas in Courthouse essential for Court Operations;

Following extensive discussion, Commissioner Umphress made a motion to adopt an Order entitled "*Order of the Commissioners Court of Jack County, Texas Prohibiting Weapons from Being Brought Into the Courthouse, Including Handguns Possessed by a Handgun Licensee, Whether Concealed or Openly Carried, Excepting Licensed Peace Officers or Others Expressly Authorized to Carry a Gun in Courts or Court Offices by Statute; and Providing for the Erection of Signs.*" Commissioner Cozart seconded and the motion carried unanimously.

UNIFORM TRUANCY PLAN

Adoption of Uniform Truancy Plan under Sec. 25.0916, Education Code;

Judge Davenport made a motion to adopt this Truancy Plan. Commissioner Brock seconded and the motion carried unanimously.

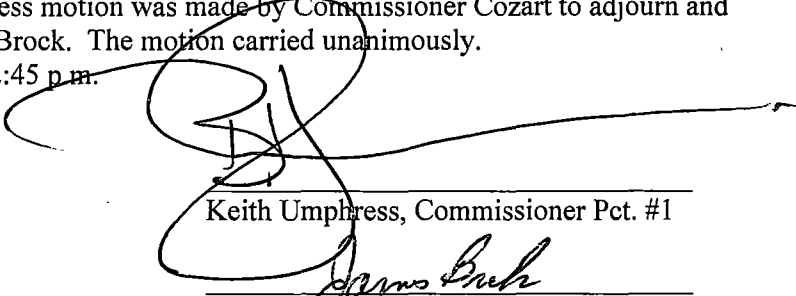
GRANT-PAID RADIO REPEATER

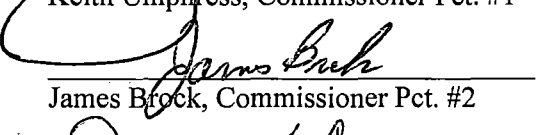
Consideration of plan for installation of Grant-Paid Radio Repeater – County Judge;

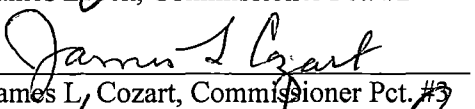
Judge Davenport made a motion to install the meter on the radio tower. Commissioner Umphress seconded and the motion carried unanimously.

ADJOURNMENT

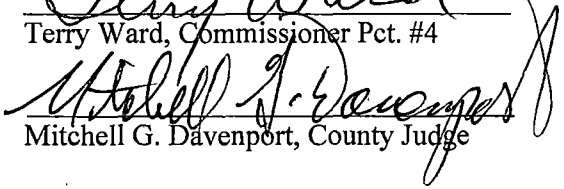
There being no further business motion was made by Commissioner Cozart to adjourn and seconded by Commissioner Brock. The motion carried unanimously.
Meeting was adjourned at 12:45 p.m.


Keith Umphress, Commissioner Pct. #1


James Brock, Commissioner Pct. #2


James L. Cozart, Commissioner Pct. #3


Terry Ward, Commissioner Pct. #4


Mitchell G. Davenport, County Judge

ATTEST:


Janice Robinson, County Clerk

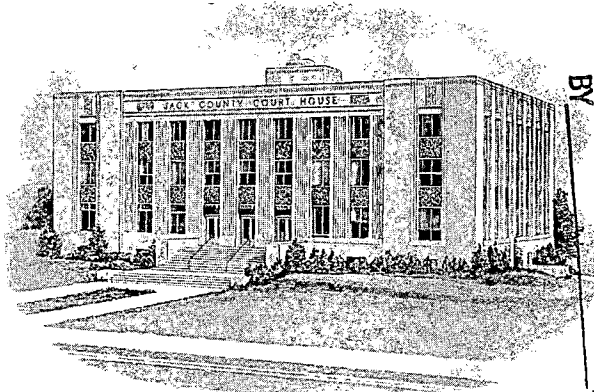


JACK COUNTY

KIM GIBBY

County Treasurer

--- 100 N. Main St., Ste. 201
Jacksboro, Texas 76458



JACKSBORO, TEXAS

BY
DEPUTY

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

DEC 28 2015

FILED FOR RECORD
CLOCK M.

AUDITOR & TREASURER'S CERTIFICATE

I hereby certify that the following constitutes the Jack County Treasurer's Report for the monthly period ending on Nov. 30, 2015.

This report was prepared for the purposes of comparing and reconciling the actual balances of the County's cash accounts and investments, if any, to its general ledger for the period stated.

Respectfully submitted,

- Kim Gibby -
Kim Gibby, Jack County Treasurer

Agreed:

- Lisa Perry -
Lisa Perry, Jack County Auditor

ORDER APPROVING TREASURER'S REPORT

After comparing and examining the Treasurer's Report for the monthly period ending Nov. 30, 2015, and determining that the report is correct, the Court finds that the report should be approved. It is therefore ORDERED that the report is approved.

It is FURTHER ORDERED that the amounts received and paid from each fund, and the cash balance remaining in the Treasurer's custody are as indicated in the report itself.

ORDERED this 28th day of December, 2015.

- Keith Umphress -
Keith Umphress,
Commissioner, Pct. 1, Jack County

- James Brock -
James Brock,
Commissioner, Pct. 2, Jack County

- James L. Cozart -
James L. Cozart,
Commissioner, Pct. 3, Jack County

- Terry Ward -
Terry Ward,
Commissioner, Pct. 4, Jack County

- Mitchell G. Davenport -
Mitchell G. Davenport,
County Judge of Jack County, Texas

ATTEST:

- Janice Robinson -
Janice Robinson, County Clerk of Jack County, Texas



FILED FOR RECORD

_____ O'CLOCK _____ M.

DEC 28 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

CERTIFICATE OF ATTENDANCE

THIS CERTIFIES THAT

JANICE ROBINSON

Successfully Completed 19.75 Hours of
Professional Education and Development by Attending the

**Secretary of State's 33rd Annual Election Law Seminar for
County Election Officials**

August 31 – September 3, 2015



A handwritten signature in black ink, appearing to read "Cascos", followed by a horizontal line.

Carlos H. Cascos
Secretary of State

Texas

DEC 28 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY


Western Surety Company

OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Jack } ss

KNOW ALL PERSONS BY THESE PRESENTS:

BOND No. 71734628

That we, Clyde E. Watson Sr., as Principal, and
WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Texas, as Surety,
are held and bound unto ¹Jack County Deputy Sheriff, his successors in office,
in the sum of ²Ten Thousand and 00/100 DOLLARS (\$10,000.00),
for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and
severally, by these presents.

Dated this 15th day of December, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
Principal was on the _____ day of _____, _____, duly
appointed to the office of Reserve Deputy in and for ³Jack
(Elected—Appointed)
County, State of Texas, for a term of 1 year commencing on the 11th day of
December, 2015.

NOW THEREFORE, if the said Principal shall well and faithfully perform and discharge all the duties
required of him by law as the aforesaid officer, ~~and shall~~⁴

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the
number of claims which may be made against this bond, the liability of the Surety shall not be cumulative
and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not
exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED FURTHER, that this bond may be cancelled by the Surety by sending written notice to the
party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's
liability hereunder shall terminate as to subsequent acts of the Principal.

Clyde E. Watson Sr.
Principal
WESTERN SURETY COMPANY
By Paul T. Brulat
Paul T. Brulat, Vice President

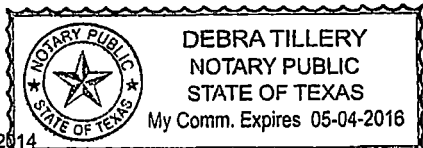
ACKNOWLEDGMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Jack } ss

Before me, Debra Tillery ^{AZ} on this day, personally appeared
Clyde E. Watson Sr., known to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office at Jacksboro, Texas,
this 23rd day of December, 2015.

SEAL



Form 862-A-11-2014

Page 1 of 4

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____.

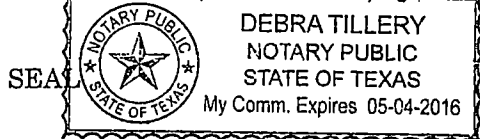
SEAL _____ County, Texas

OATH OF OFFICE
(General)

I, Clyde E. Watson, Sr., do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Reserve Deputy Sheriff, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed Clyde E. Watson Sr.

Sworn to and subscribed before me at Jacksboro, Texas, this 23rd day of December, 2015.



Debra Tillery
Jack County, Texas

THE STATE OF TEXAS }
County of Jack } ss

The foregoing bond of Clyde Eugene Watson, Sr. as Reserve Deputy Sheriff in and for Jack County and State of Texas, this day approved in open Commissioner's Court.

ATTEST:

Janice Robinson
County Court Jack County



Date December 28, 2015
Abel J. Veerapongsa County Judge,
Jack County, Texas

THE STATE OF TEXAS }
County of Jack } ss

I, Janice Robinson, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the 15th day of December, 2015, with its certificates of authentication, was filed for record in my office the 28th day of December, 2015, at 2:00 o'clock P. M., and duly recorded the 28th day of December, 2015, at 2:05 o'clock P. M., in the Records of Official Bonds of said County in Volume 14, on page 116.

WITNESS my hand and the seal of the County Court of said County, at office in Jacksboro, Texas, the day and year last above written.

By _____ Deputy

Janice Robinson
County Court Jack County



Western Surety Company

FILED FOR RECORD
O'CLOCK _____ M.

POWER OF ATTORNEY

DEC 29 2015

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY

Paul T. Bruflat of Sioux Falls
State of South Dakota, its regularly elected Vice President
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One RESERVE DEPUTY FOR JACK COUNTY

bond with bond number 71734628

for CLYDE E. WATSON SR.

as Principal in the penalty amount not to exceed: \$10,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by
Vice President with the corporate seal affixed this 29th day of December, 2015.

ATTEST

L. Nelson

L. Nelson, Assistant Secretary

WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Vice President

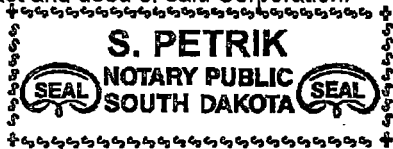
STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA }

ss



On this 29th day of December, 2015, before me, a Notary Public, personally appeared
Paul T. Bruflat and L. Nelson

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public



Western Surety Company

RIDER

It is hereby mutually agreed and understood by and between the Principal and Western Surety Company, that instead of as originally written:

The Obligee has been changed to read:

Jack County Sheriff

No further changes other than above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits conditions of the Bond, except as hereinabove set forth.

This Rider becomes effective on the 29th day of December, 2015, at twelve and one minute o'clock a.m., standard

Attached to and forming part of Bond No. 71734628
issued by WESTERN SURETY COMPANY of Sioux Falls, South Dakota,
CLYDE E. WATSON SR.

Signed this 29th day of December, 2015.

WESTERN SURETY COMPANY

By

Paul T. Bruffat

Paul T. Bruffat, Vice President



PLEASE TYPE OR PRINT LEGIBLY
PROVIDE ALL REQUESTED INFORMATION

SCANNED

STATEMENT OF ELECTED/APPOINTED OFFICER

(Pursuant to Tex. Const. art. XVI, §1(b), amended 2001)

I, Clyde Eugene Watson, Sr., do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

1-6-16
Date

Clyde E. Watson Sr.
Officer's Signature

Reserve Deputy Sheriff
Position to Which Elected/Appointed

Jack
City and/or County

Form No. 2201

FILED FOR RECORD

_____ O'CLOCK _____ M.

JAN 07 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

**JOINT RESOLUTION AND STATISTICAL INFORMATION FOR
A JOINT RESOLUTION**

WHEREAS, the Democratic Party of Jack County, Texas, and the Republican Party of Jack County, Texas, desire to enter into a 2016 Election Services Contract with the Jack County Election Administrator/County Clerk, as the County Election Officer.

AND WHEREAS, the Commissioners Court of Jack County, Texas desires to give authorization for said Contract.

**NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT
OF JACK COUNTY, TEXAS, THAT:**

Said Commissioners Court authorizes a Joint Contract by and among, John Barry IV, Democratic Party Chair, and Sharon Van Baale, Republican County Chair, and Janice C. Robinson, County Election Officer of Jack County, Texas, for the conduct and supervision of the Jack County Election on March 1, 2016, and the Jack County Joint Primary Runoff Election, if necessary, on May 24, 2016.

PASSED AND APPROVED, THIS THE 28th DAY OF DECEMBER, 2015.

COUNTY OF JACK

By:

Mitchell G. Davenport
Mitchell G. Davenport,
County Judge of Jack County, Texas

Brian Keith Umphress
Brian Keith Umphress,
County Commissioner, Prct. 1, Jack County

James L. Brock
James L. Brock,
County Commissioner, Prct. 2, Jack County

James L. Cozart
James L. Cozart,
County Commissioner, Prct. 3, Jack County

Terry Ward
Terry Ward,
County Commissioner, Prct. 4, Jack County

County Election Official

By: *Janice Robinson*, County Election Administrator/County Clerk



Jack County Democratic Party

Jack County Republican Party

By: *John Barry IV*, County Chair By: *Sharon Van Baale*, County Chair

FILED FOR RECORD

____ O'CLOCK ____ M.

DEC 28 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

DEC 28 2015

JOINT PRIMARY ELECTION SERVICES CONTRACT
 WITH THE COUNTY ELECTIONS OFFICER
 STATE OF TEXAS, COUNTY OF JACK BY JANICE ROBINSON, County Clerk
 JACK COUNTY, TEXAS
 DEPUTY

THIS CONTRACT is made and entered into this 28 day of December, 2015, by and between the Jack County Democratic Party, acting by and through the Chair of its County Executive Committee, John Barry, IV (name), hereinafter referred to as "Party," and Janice Robinson (name), County Election Officer of Jack County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Jack County Joint Primary Election on March 1, 2016 (hereinafter referred to as the "election"), and the Jack County Joint Runoff Primary Election, if necessary, on May 24, 2016 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Jack County Commissioners Court on December 28, 2016, Jack County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Jack County Republican Party and Jack County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) in connection with the election and the runoff election:

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to

the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.7 Program, or arrange to have programmed, the ballot.
- 1.8 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.
- 1.9 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.10 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.

- 1.11 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.12 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.13 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.14 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.15 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.16 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. *Duties and Services of the Party.* The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 2.4 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any

the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

- 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.

3. *Compensation, Billing, and Payment.*

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election.

- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Hart Intercivic.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common

polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Jack County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name Janice Robinson

Mailing Address 100 North Main Street, Suite 208
Jacksboro, Texas 76458

Tel.: 940-567-2111

Fax: 940-567-6441

Email: jrobinson@jackcounty.org

For the Party:

Name John Barry, IV

Mailing Address P O Box 380

Jacksboro, Texas 76458

Tel.: 940-229-9526

Fax: _____

Email: jbarryiv@live.com

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By Janice Robinson
Title County Clerk / Elections
Date 12-28-2015

(Seal)



The Party

By John Barry IV
Title Democratic Party Chair
Date 12-28-2015

Print

Reset

Estimated
ELECTION EXPENSE
JACK COUNTY DEMOCRATS
PRIMARY ELECTION MARCH 1, 2016

PRIMARY EXPENSES

Programming and Ballots	\$ 3,400.00
Freight	\$ 40.00
Early Voting and Election Day Kits $\$309.75 / 2 = \154.88	\$ 154.88
Rental on Voting Machines	\$ 90.00
Election Judges & Clerks Salary - Paid by Party	\$ -
TOTAL EXPENSES PAID BY JACK COUNTY	\$ 3,684.88

10% ADMINISTRATIVE FEE FOR JACK COUNTY	\$ 368.49
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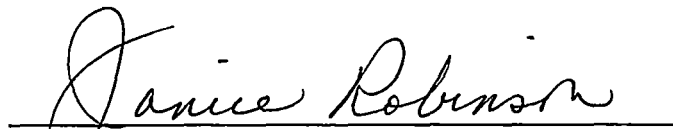
TOTAL DUE TO JACK COUNTY	\$ 4,053.37
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28 eSlates / DAU's @ \$2.50 = \$90.00

1 eScan @ \$2.50

7 JBC's @ \$2.50 = \$17.50 **TOTAL EQUIPMENT RENTAL = \$90.00

I, Janice Robinson, County Clerk for Jack County, Texas do hereby certify this is a true and correct statement of the charges incurred by Jack County for the Democratic Primary Election held on March 1, 2016.



Janice Robinson
Elections Administrator
Jack County, Texas



HART
i n t e r c i v i c™

**PURCHASING APPLICATION & AGREEMENT
FOR PARTY CHAIRS**

Date : 12/28/2015
County Name: Jack
Party Name (Dem/Rep): Democratic
Party Chairperson : John Barry IV
Employer Identification # : _____
Address : PO Box 380
Jacksboro Tx 76458
Home Phone # : 940 229 9526
Work Phone # : _____
Cell Phone # : 940 229 9526
Fax # : _____
Email Address : jbarryiv@live.com

FILED FOR RECORD

____ O'CLOCK ____ M.

DEC 28 2015

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

Customer agrees to notify company of any changes to the above information within thirty (30) days of such change. Should Hart InterCivic approve this application, Applicant agrees to submit appropriate paperwork to the Texas Secretary of State's office within 15 days following the primary and to pay for all goods and services within 15 days of receiving reimbursement from the State. Applicant agrees to notify us immediately if there is a delay or an amendment needs to be filed with the Secretary of State. Applicant affirms that the information provided above is true and correct and further affirms that they are able to meet the commitments they have made. A pre-payment may be required depending on the Applicant's payment history.

John Barry IV
Signature John Barry IV
Printed Name

12/28/2015
Date

Please return application via one of the following methods:

Fax: (512)252-6508

Email: AcctngSupport@hartic.com

Mail: Hart InterCivic

P.O. Box 80649

Attn: Erica Smith

Austin, TX 78708-0649

**** form must be returned before any orders can
be placed**

DEC 23 2015

JOINT PRIMARY ELECTION SERVICES CONTRACT
 WITH THE COUNTY ELECTIONS OFFICER
 STATE OF TEXAS, COUNTY OF JACK BY JANICE ROBINSON, County Clerk
 JACK COUNTY, TEXAS
 DEPUTY

THIS CONTRACT is made and entered into this 28 day of December, 2015, by and between the Jack County Republican Party, acting by and through the Chair of its County Executive Committee, Sharon Van Baale (name), hereinafter referred to as "Party," and Janice Robinson (name), County Election Officer of Jack County, Texas, hereinafter referred to as the "Contracting Officer," under the authority of Section 31.092(b), Texas Election Code and relating to the conduct and supervision of the Jack County Joint Primary Election on March 1, 2016 (hereinafter referred to as the "election"), and the Jack County Joint Runoff Primary Election, if necessary, on May 24, 2016 (hereinafter referred to as the "runoff election"), such Joint Primary Election and Joint Runoff Election having been approved in accordance with Section 172.126(a), Texas Election Code, by Jack County Commissioners Court on December 28, 2016, Jack County Clerk/Elections Administrator/Tax Assessor-Collector, and the County Chairs of the Jack County Republican Party and Jack County Democratic Party, respectively.

THIS CONTRACT is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the Party understand the tasks each is to perform in connection with the election and the runoff election:

1. Duties and Services of the Contracting Officer. The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment (*strike out any not being performed by the C.O., except those required by Section 172.126, Texas Election Code*) in connection with the election and the runoff election:

- 1.1 In accordance with Section 172.126(b), Texas Election Code, determine whether to consolidate election precincts under Section 42.009, Texas Election Code, and designate the location of the polling place in a consolidated precinct. In the event that the county is approved to use countywide polling places in accordance with Section 43.007(a)(4), Texas Election Code, and if the county chairs of both political parties agree in writing to

the use of such countywide polling places, the Contracting Officer shall use the county methodology described in Section 43.007(f), Texas Election Code, to determine the countywide polling places for the election and runoff election.

- 1.2 In accordance with Section 172.126(c), Texas Election Code, and rules prescribed by the Texas Secretary of State (hereinafter referred to as "SOS"), appoint one set of election judges and election clerks (not to exceed the maximum number set by the SOS) for each voting precinct from the names submitted by the parties. The presiding judge of each party for each election day precinct shall serve as a co-judge. There will be one early voting ballot board and one set of central counting station judges and clerks, the members of whom will be chosen from the names submitted by the parties. The Contracting Officer must ensure party balance among the polling place election workers, early voting ballot board members, and central counting station judges and clerks.
- 1.3 Notify the election judges of the election and the runoff election in accordance with Section 4.007, Texas Election Code.
- 1.4 Contact the owners or custodians of the designated polling places and arrange for their use in the election and runoff election.
- 1.5 Conduct one or more election schools, and notify the election judges of the date(s), time(s), and place(s) of such schools. (This does not imply that election judges or clerks will be paid for attending such schools. See 1 T.A.C. §§ 81.120(a) & 81.121(c).)
- 1.6 In accordance with Section 172.126(f), Texas Election Code, determine the ballot format and voting system for each election precinct.
- 1.7 Program, or arrange to have programmed, the ballot.
- 1.8 Arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the direct recording electronic ("DRE") voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, the voting system that uses DRE voting machines under 129.021-129.023, Texas Election Code, or the voting system that uses other electronic voting systems in accordance with advisories issued by the SOS, respectively.
- 1.9 Procure and distribute all necessary election supplies, including without limitation, ballots, election kits, office supplies such as paperclips, pens, etc., ballot boxes, and voting booths.
- 1.10 Procure all necessary voting machines and equipment, prepare them for use at the early voting and election day polling places, and transport them (or arrange to have them transported) to and from the early voting and election day polling places.

- 1.11 Arrange for the use of a central counting/central accumulation station and for the central counting station manager and tabulating personnel and equipment needed at the counting/accumulation station and assist in the preparation of programs and the test materials for the tabulation of ballots to be used with electronic voting equipment.
- 1.12 Obtain voter registration lists from the voter registrar to be used during early voting and on election day.
- 1.13 In accordance with Section 172.126(a), Texas Election Code, supervise the overall conduct of the joint primary election.
- 1.14 If requested by the Party, prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code. Separate election returns must be prepared for each party's primary election.
- 1.15 Submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
- 1.16 Prepare and submit to the SOS an electronic report of the number of votes, including early voting votes, received in each county election precinct by each candidate for a statewide office or the offices of President and Vice-President of the United States, U.S. Representative, state senator, or state representative, in accordance with Sections 67.017 and 172.124, Texas Election Code.

2. *Duties and Services of the Party.* The Party shall be responsible for performing the following duties in connection with the election and the runoff election:

- 2.1 In accordance with Section 172.126(c), Texas Election Code, not later than the second Monday in December preceding the election, deliver to the Contracting Officer a list of the election judges and clerks for the Party, including judges and clerks for the early voting ballot board and the central counting station.
- 2.2 Appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the county judge or commissioners court.
- 2.3 In accordance with Section 172.1112, Texas Election Code, post a notice of the election (and of any runoff election) and a notice of any consolidated precincts, if applicable, on the bulletin board used for posting notices of meetings of commissioners court. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 2.4 As soon as possible after the final candidate filing deadline (or in the case of a runoff election, after the canvass of the election), certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any

the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, and any other required languages) that are to appear on the ballot, to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing.

- 2.5 Prepare the unofficial tabulation of precinct results on election night in accordance with Section 172.113, Texas Election Code.

3. *Compensation, Billing, and Payment.*

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer for the actual expenses he/she incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033 (e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the precinct election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Provided, that nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the Party shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the election and the runoff election from the Party, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the election and runoff election.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer in a county with a population of 100,000 or more may seek direct payment of actual expenses incurred by the Contracting Officer in connection with the election or runoff election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election.

- 3.5 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may request the Party to pay directly to the precinct election and alternate judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the election and runoff election.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the election and the runoff election is attached to and made a part of this Contract as Exhibit A. The cost estimate should express costs in the categories set forth in the Party's Primary Cost Estimate and the Party's Primary Runoff Cost Estimate. The Party and the Contracting Officer acknowledge that the cost of the election and the runoff election is paid for from the county primary fund described in Section 173.031, Texas Election Code, with the county paying for the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the Party also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the election or the runoff election, the Contracting Officer will submit an itemized invoice to the Party (i) for the actual expenses he/she incurred as described in Paragraph 3.1 above and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4. The Contracting Officer will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.
- 3.8 The Contracting Officer's invoice shall be due and payable by the Party to the address set forth in the invoice within 30 days after its receipt by the Party. If the Party disputes any portion of the invoice, the Party shall notify the Contracting Officer within such 30-day period or the invoice will be deemed to be a true and accurate rendering of the amount that is due.
4. **Early Voting.** In accordance with Section 83.002(2), Texas Election Code, the Contracting Officer is the early voting clerk for the election and the runoff election, both with respect to early voting in person and voting by mail. The county shall not be entitled to reimbursement from the Party for the cost of early voting, except for the cost of the ballots and the ballot programming for use of the voting system, as set forth in the administrative rules promulgated by the SOS.
5. **Voting System.** The voting system to be used in the election and runoff election is Hart Intercivic.
6. **Acknowledgement of Shared Election.** The Party acknowledges that the election is a Joint Primary under Section 172.126, Texas Election Code and that the Contracting Officer, in accordance with Section 31.092(e), Texas Election Code, may enter into a similar Joint Primary Election Services Contract with any other political party in the same county that nominates its candidates for office by primary election. In such event, the Party agrees to share common

polling places, the cost of ballot programming, voting equipment, and the common set of election workers with the other political party.

7. General Provisions.

- 7.1 Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election or to the runoff election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by Section 31.096, Texas Election Code or other provisions of Texas law.
- 7.2 The Contracting Officer is the agent of the Party for purposes of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the Party's failure to pay a claim.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Jack County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the Party by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The Party remains liable to pay the Contracting Officer for the actual expenses directly attributable to the Contract, except as provided in Paragraph 4 above, whether or not the Party receives funds from the SOS under Chapter 173, Texas Election Code. Both parties acknowledge that the Party should not request the Contracting Officer to incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the election and runoff election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 For purposes of implementing this Contract, the Contracting Officer and the Party designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the Party, submission or notice shall be made to these individuals:

For the Contracting Officer:

Name Janice Robinson

Mailing Address 100 North Main Street, Suite 208
Jacksboro, Texas 76458

Tel.: 940-567-2111

Fax: 940-567-6441

Email: jrobinson@jackcounty.org

For the Party:

Name Sharon Van Baale

Mailing Address P O Box 876

Jacksboro, Texas 76458

Tel.: 940-567-2827 or 507-0707 cell

Fax: _____

Email: chair@jackcountygop.com

- 7.7 By their signatures below, the Contracting Officer and the Chair of the Party's County Executive Committee warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By Janice Robinson

Title County Clerk / Elections

Date 12-28-2015



The Party

By Sharon Van Baale

Title Republican Party Chair

Date 12-28-2015

Print

Reset

Estimated
ELECTION EXPENSE
JACK COUNTY REPUBLICANS
PRIMARY ELECTION MARCH 1, 2016

PRIMARY EXPENSES

Programming and Ballots	\$ 4,230.00
Freight	\$ 50.00
Early Voting and Election Day Kits $\$309.75 / 2 = \154.88	\$ 154.88
Rental on Voting Machines	\$ 90.00
Election Judges & Clerks Salary - Paid by Party	\$ -
TOTAL EXPENSES PAID BY JACK COUNTY	\$ 4,524.88

10% ADMINISTRATIVE FEE FOR JACK COUNTY	\$ 452.49
--	-----------

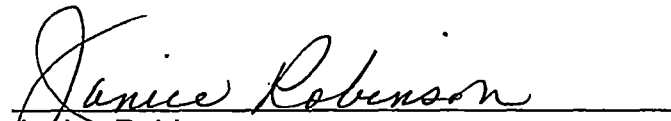
TOTAL DUE TO JACK COUNTY	\$ 4,977.37
---------------------------------	--------------------

28 eSlates / DAU's @ \$2.50 = \$70.00

1 eScan @ \$2.50

7 JBC's @ \$2.50 = \$17.50 **TOTAL EQUIPMENT RENTAL = \$90.00

I, Janice Robinson, County Clerk for Jack County, Texas do hereby certify this is a true and correct statement of the charges incurred by Jack County for the Republican Primary Election held on March 1, 2016.


Janice Robinson
Elections Administrator
Jack County, Texas



HART
i n t e r c i v i c

**PURCHASING APPLICATION & AGREEMENT
FOR PARTY CHAIRS**

FILED FOR RECORD

Date : 12-23-15

____ O'CLOCK ____ M.

County Name: JACK County

DEC 23 2015

Party Name (Dem/Rep): Republican

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

Party Chairperson : Sharon Van Baale

BY _____ DEPUTY

Employer Identification # : 75-2527352

Address : PO Box 876

JACKSON, TX 70458

Home Phone # : 940-567-2827

Work Phone # : _____

Cell Phone # : 940-507-0707

Fax # : _____

Email Address : chair@jackcountygop.com

Customer agrees to notify company of any changes to the above information within thirty (30) days of such change. Should Hart InterCivic approve this application, Applicant agrees to submit appropriate paperwork to the Texas Secretary of State's office within 15 days following the primary and to pay for all goods and services within 15 days of receiving reimbursement from the State. Applicant agrees to notify us immediately if there is a delay or an amendment needs to be filed with the Secretary of State. Applicant affirms that the information provided above is true and correct and further affirms that they are able to meet the commitments they have made. A pre-payment may be required depending on the Applicant's payment history.

Sharon Van Baale
Signature

12-23-15
Date

SHARON VAN BAALE
Printed Name

Please return application via one of the following methods:

Fax: (512)252-6508

Email: AcctngSupport@hartic.com

Mail: Hart InterCivic

P.O. Box 80649

Attn: Erica Smith

Austin, TX 78708-0649

**** form must be returned before any orders can
be placed**

DEC 28 2015

**JACK COUNTY COMPETITIVE BID
PROPOSAL FORM**JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

(Construction of Bridge in Commissioner Precinct 4)

My bid is for the construction of one (1) county road bridges to be located in located in Commissioner Precinct No. 4, and identified as: Bridge No. 1 (bridge across a tributary of Lodge Creek at Rater Road located at Latitude: 33° 27.239'N and Longitude : 98° 15.557'W).

My bid meets or exceeds minimum Proposal requirements set forth in the bid specifications/detail.

My bid offer on Bridge No. 1 is in the amount of \$ 23,800.00 - and is good for - 30 - days.

Name of Bidder: Horton Bridge Spiling

By: John Horton -
(Authorized Agent)

Dated: Dec 21 /, 2015.

* Notes: County will supply Caps and beams.
Horton Bridge + Piling will supply all other materials and services.

Contact information: John Horton
105 Texas Ct
Springtown, TX 76082
817-565-3345

RECEIVED BY

DEC 22 2015

Local Contractors Office

Bid # 1

1:26 pm

Preinct 4 Construction Bid

JAN 08 2016

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS
DEPUTY

ORDER OF THE COMMISSIONERS COURT OF JACK COUNTY, TEXAS PROHIBITING WEAPONS FROM BEING BROUGHT INTO THE COURTHOUSE, INCLUDING HANDGUNS POSSESSED BY A HANDGUN LICENSEE, WHETHER CONCEALED OR OPENLY CARRIED, EXCEPTING LICENSED PEACE OFFICERS OR OTHERS EXPRESSLY AUTHORIZED TO CARRY A GUN IN COURTS OR COURT OFFICES BY STATUTE; AND PROVIDING FOR THE ERECTION OF SIGNS

INTRODUCTION

This Commissioners Court supports the right of handgun license holders to carry handguns. However, those involved in the judicial process also have a right to safety and security.

RECITALS

WHEREAS, the Texas Legislature passed a law making it unlawful for local governments to exclude persons carrying a handgun from government buildings if they have a handgun license. An exception is that a licensee may not carry a handgun onto the premises of a court or court offices;¹

WHEREAS, there has been significant confusion over application of the law. Some have taken the position that the handgun prohibition only applies to an actual courtroom or court office and not the premises of the building in which they are housed. In other words some have taken the position that a licensee is free to enter the building with a handgun, walk through shared halls, common areas, stairwells, etc., as long as the licensee does not enter an actual courtroom or actual court office. However, this view disregards the fact that hallways, common areas, stairwells, elevators, and restrooms are used by the persons involved in the judicial process, including judges, jurors, witnesses, parties, prosecutors, attorneys, and judicial personnel. Indeed, beyond the use for ingress and egress; jurors, witnesses and parties often wait or are sent out to wait in the halls and common areas. Likewise, it would be impossible to hold judicial proceedings without access to restrooms being available. This view also does not have a conclusive basis in law;

WHEREAS, the District Court, County Court, and Justice Court have been consulted and have issued orders finding areas essential to the operations of their courts. These areas include the hallways, common areas, stairwells, elevators, and restrooms in the Jack County Courthouse. These Order(s) are attached hereto as Attachment "A" and are incorporated by reference herein;

WHEREAS, divorce cases, child custody disputes, criminal cases, business or land disputes, and even traffic or code citations, are often emotionally charged. Once in the building with a handgun, nothing stops a person from coming into contact with judges, judicial officers, jurors, witnesses, prosecutors, attorneys, etc. in common areas, stairwells, hallways, etc. Furthermore, once that entry occurs, in order to keep some semblance of security, a security officer would have to be pulled from his or her regular duties to follow the person around to make sure that the person does not attempt to

¹Section 46.03, Penal Code ("on the premises of any government court or offices utilized by the court"). "Premises" means "a building or a portion of a building. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area."

enter a courtroom or court offices. However, at that point a great deal of the benefit of having a security checkpoint at an entrance to the Courthouse would be already lost, as the individual is already walking through the common areas of the building---just like the judges, attorneys, prosecutors, parties, witnesses, jurors etc. Furthermore, if the individual does try to enter a courtroom or court-related office, or confront a witness, party, prosecutor, judge, etc.---the officer's response, which could include the use of force if the person refuses commands, is taking place in the middle of the Courthouse. The same is true of establishing separately manned security checkpoints at each courtroom or court office. The risks are greater in buildings housing judicial functions because of the emotions involved in court proceedings. The fact that the vast majority of handgun license holders are good people will be of little consolation to the family of a judge, court reporter, attorney, party, witness or juror harmed or killed when an exception to that rule occurs;

WHEREAS, in addition, the hallways and common areas of the Courthouse are routinely filled with people charged with criminal conduct and their associates, and persons involved in family law or other emotionally charged disputes. This increases the likelihood of a person being armed and the weapon being used for a violent purpose;

WHEREAS, the premises of the Jack County Courthouse is almost exclusively devoted to courts and court offices. These buildings are hereinafter referred to as "Affected Buildings;" and

WHEREAS, based on the findings of the courts attached hereto, knowledge of the general day-to-day activities in the Affected Buildings, knowledge of the layouts of the Affected Buildings, and common sense- the hallways, common areas, stairwells, elevators and restrooms in the Affected Buildings are integral to the courts and court offices identified by the courts, and essential to the operations of the courts; and the safety of the judiciary and others involved in the judicial process cannot be adequately protected without prohibiting weapons (including handguns carried by handgun license holders) from being brought into the Affected Buildings by other than licensed peace officers and persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF JACK COUNTY, TEXAS THAT:

1. The foregoing recitals are incorporated herein and made findings of this Commissioners Court;
 2. Persons other than licensed peace officers or persons otherwise expressly authorized by statute to carry a weapon on the premises of a court or court offices are prohibited from bringing weapons into an Affected Building (as defined above). This prohibition shall also apply to handguns carried or possessed by a person having a handgun license or permit, whether the handgun is concealed or openly carried;
 3. Signs be erected at the entrances to the Affected Buildings giving notice under Sections 46.03, 30.06 and 30.07 of the Texas Penal Code;
-

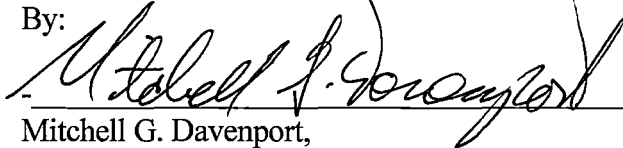
4. Signs be erected at County correctional facilities giving notice under Sections 38.11, 46.035, 30.06 and 30.07 of the Penal Code; and,

5. Expenditures for the signage and signage installation are hereby approved.

PASSED this 28th day of December, 2015.

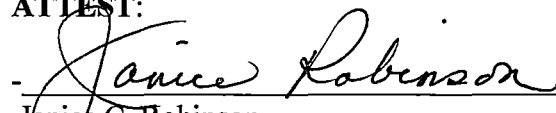
COUNTY OF JACK

By:

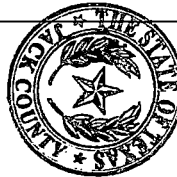


Mitchell G. Davenport,
County Judge of Jack County, Texas

ATTEST:



Janice C. Robinson,
County Clerk of Jack County, Texas



ATTACHMENT “A”

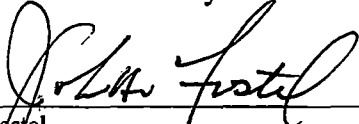
**JOINT ORDER OF THE JUDGES OF JACK
COUNTY, TEXAS FINDING AREAS ESSENTIAL TO
OPERATIONS OF THEIR COURTS**

The various Judges of Jack County, Texas hereby find that the following are essential to the operations of their Courts:

- All Courtrooms;
- All Judges' Chambers;
- All Jury Rooms;
- Grand Jury Room;
- Court Administrators' Offices;
- Constable Precinct 1 Office (Bailiff);
- All offices related to administration of the courts including prosecutors and community supervision offices;
- Attorney consultation rooms;
- Restrooms (which are used by jurors, parties, witnesses, and attorneys);
- All Clerk's Offices;
- All hallways, stairwells, elevators, or common areas in the Jack County Courthouse used to access any of the foregoing, or used as a waiting area for parties, witnesses or jurors.

As part of those findings it is found that the hallways, common areas, stairwells, elevators, and restrooms are all used by jurors, witnesses, attorneys, prosecutors, parties and judicial personnel. Use of these areas is integral and necessary to the operations of our courts. In addition, jurors, parties, and witnesses often wait or are required to wait in hallways and common areas.

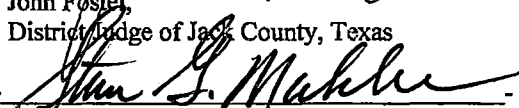
Entered this the 28th day of December, 2015.



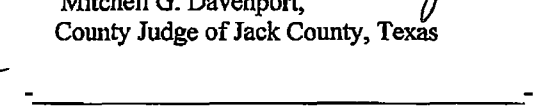
John Foster,
District Judge of Jack County, Texas



Mitchell G. Davenport,
County Judge of Jack County, Texas



Stan Mahler, Temporary Judge for Nolan Dunlap
Justice of the Peace, Prct.1, Jack County, Texas



Nolan Dunlap,
Justice of the Peace, Prct.1, Jack County, Texas

Jack County Truancy Plan
169901

DEC 28 2015

ATTENDANCE
ATTENDANCE ENFORCEMENT

JANICE ROBINSON, County Clerk
JACK COUNTY, TEXAS

BY _____ DEPUTY

FED
(LEGAL)

DISTRICT COMPLAINT
OR REFERRAL

AGAINST STUDENT

If a student fails to attend school without excuse on ten or more days or parts of days within a six-month period in the same school year, a district shall within ten school days of the student's tenth absence refer the student to a truancy court for truant conduct under Family Code 65.003(a). [See FEA]

AGAINST PARENT

The district may file a complaint against the student's parent in a county, justice, or municipal court for an offense under Education Code 25.093 if the district provides evidence of the parent's criminal negligence.

A court shall dismiss a complaint made by a district against a parent that does not comply with Education Code 25.0951; does not allege the elements required for the offense; is not timely filed, unless the district delayed the referral as provided below; or is otherwise substantively defective.

DELAYING A
REFERRAL

A district may delay a referral of a student for truant conduct, or may choose to not refer a student for truant conduct, if the district:

1. Is applying truancy prevention measures to the student under Education Code 25.0915; and
2. Determines that the truancy prevention measures are succeeding and it is in the best interest of the student that a referral be delayed or not be made.

Education Code 25.0951

REFERRAL
PROHIBITED

A district may not refer a student to truancy court if the school determines that the student's truancy is the result of pregnancy, being in the state foster program, homelessness, or being the principal income earner for the student's family. [See TRUANCY PREVENTION MEASURES, below] *Education Code 25.0915(a-3)*

FILING
REQUIREMENTS

Each referral to truancy court for conduct described by Family Code 65.003(a) must:

1. Be accompanied by a statement from the student's school certifying that the school applied the truancy prevention measures to the student, and the measures failed to meaningfully address the student's school attendance; and
2. Specify whether the student is eligible for or receives special education services under Education Code Chapter 29, Subchapter A.

A truancy court shall dismiss a petition filed by a truant conduct prosecutor under Family Code 65.054, if the court determines that the district's referral:

DATE ISSUED: 10/4/2015
UPDATE 103
FED(LEGAL)-P

1 of 6

ATTENDANCE
ATTENDANCE ENFORCEMENT

FED
(LEGAL)

1. Does not comply with the requirement above;
2. Does not satisfy the elements required for truant conduct;
3. Is not timely filed, unless the school district delayed the referral as provided above [see DELAYING A REFERRAL, above];
or
4. Is otherwise substantively defective.

Education Code 25.0915(b), (c)

EXPUNCTION OF
RECORDS

An individual who was convicted of a truancy offense under former Education Code 25.094 or has had a complaint for a truancy offense dismissed is entitled to have the conviction or complaint and records relating to the conviction or complaint expunged.

Regardless of whether the individual has filed a petition for expunction, the court in which the individual was convicted or a complaint for a truancy offense was filed shall order the conviction, complaints, verdicts, sentences, and other documents relating to the offense, including any documents in the possession of a district or law enforcement agency, to be expunged from the individual's record. After entry of the order, the individual is released from all disabilities resulting from the conviction or complaint, and the conviction or complaint may not be shown or made known for any purpose.

Code of Crim. Proc. 45.0541

ATTENDANCE
OFFICER

A board may select a school attendance officer. A school attendance officer also may be selected by two or more boards to serve their districts jointly. *Education Code 25.088*

In districts where no attendance officer has been selected, the superintendent and the peace officers in a district shall perform the duties of attendance officer, but no additional compensation shall be paid for the services. *Education Code 25.090* [See PEACE OFFICERS, below]

POWERS AND
DUTIES

An attendance officer employed by a district who is not commissioned as a peace officer has the following powers and duties with respect to enforcement of compulsory school attendance requirements:

1. To investigate each case of a violation of the compulsory school attendance requirements referred to the attendance officer;
2. To enforce compulsory school attendance requirements by applying truancy prevention measures adopted under Educa-

ATTENDANCE
ATTENDANCE ENFORCEMENT

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(LEGAL)

tion Code 25.0915 to the student and if the measures fail to meaningfully address the student's conduct:

- a. Referring the student to a truancy court if the student has unexcused absences for the amount of time specified under Family Code 65.003(a); and
- b. Filing a complaint in a county, justice, or municipal court against a parent who violates Education Code 25.093;
- 3. To monitor school attendance compliance by each student investigated by the officer;
- 4. To maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board, or the Commissioner, to provide a record to the individual or entity requesting the record;
- 5. To make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that the attendance officer may not enter a residence without permission of the parent or of the owner or tenant of the residence; and
- 6. At the request of a parent, to escort a student from any location to a school campus to ensure the student's compliance with compulsory school attendance requirements.

Education Code 25.091(b)

PEACE OFFICERS

A peace officer serving as an attendance officer has the following powers and duties concerning enforcement of compulsory school attendance requirements:

- 1. To investigate each case of a violation of compulsory school attendance requirements referred to the peace officer;
- 2. To enforce compulsory school attendance requirements by applying truancy prevention measures adopted under Education Code 25.0915 to the student and if the measures fail to meaningfully address the student's conduct:
 - a. Referring the student to a truancy court if the student has unexcused absences for the amount of time specified under Family Code 65.003(a); or
 - b. Filing a complaint in a county, justice, or municipal court against a parent who violates Education Code 25.093;
- 3. To serve court-ordered legal process;

ATTENDANCE
ATTENDANCE ENFORCEMENT

FED
(LEGAL)

4. To review school attendance records for compliance by each student investigated by the officer;
5. To maintain an investigative record on each compulsory school attendance requirement violation and related court action and, at the request of a court, the board, or the Commissioner, to provide a record to the individual or entity requesting the record; and
6. To make a home visit or otherwise contact the parent of a student who is in violation of compulsory school attendance requirements, except that a peace officer may not enter a residence without the permission of the parent of a student required to attend school or of the tenant or owner of the residence except to lawfully serve court-ordered legal process on the parent.

A peace officer who has probable cause to believe that a child is in violation of the compulsory attendance law may take the child into custody for the purpose of returning the child to the school campus of the child to ensure the child's compliance with compulsory attendance requirements.

Education Code 25.091(a), (b-1)

TRUANCY
PREVENTION
MEASURES

A district shall adopt truancy prevention measures designed to address student conduct related to truancy in the school setting before the student engages in conduct described by Family Code 65.003, and minimize the need for referrals to truancy court for conduct described by Family Code 65.003(a). *Education Code 25.0915(a)*

A district shall take one or more of the following actions as a truancy prevention measure:

1. Impose:
 - a. A behavior improvement plan on the student that must be signed by an employee of the school, that the district has made a good faith effort to have signed by the student and the student's parent or guardian, and that includes:
 - (1) A specific description of the behavior that is required or prohibited for the student;
 - (2) The period for which the plan will be effective, not to exceed 45 school days after the date the contract becomes effective; or

ATTENDANCE
ATTENDANCE ENFORCEMENT

FED
(LEGAL)

- (3) The penalties for additional absences, including additional disciplinary action or the referral of the student to a truancy court; or
 - b. School-based community service; or
- 2. Refer the student to counseling, mediation, mentoring, a teen court program, community-based services, or other in-school or out-of-school services aimed at addressing the student's truancy. A referral may include participation by the child's parent or guardian if necessary.

A school district shall offer additional counseling to a student and may not refer the student to truancy court if the school determines that the student's truancy is the result of:

- 1. Pregnancy;
- 2. Being in the state foster program;
- 3. Homelessness; or
- 4. Being the principal income earner for the student's family.

If a student fails to attend school without excuse on three or more days or parts of days within a four-week period but does not fail to attend school for the time described by Education Code 25.0951(a), the district shall initiate truancy prevention measures on the student.

Education Code 25.0915

TRUANCY
PREVENTION
FACILITATOR OR
JUVENILE CASE
MANAGER

A district shall employ a truancy prevention facilitator or juvenile case manager to implement the truancy prevention measures required by Education Code 25.0915 and any other effective truancy prevention measures as determined by the district or campus. At least annually, the truancy prevention facilitator shall meet to discuss effective truancy prevention measures with a case manager or other individual designated by a truancy court to provide services to students of the district in truancy cases.

Instead of employing a truancy prevention facilitator, a school district may designate an existing district employee or juvenile case manager to implement the truancy prevention measures and any other effective truancy prevention measures as determined by the district or campus.

Education Code 25.0915(d), (e)

On approval of the board, a district may employ or agree in accordance with Government Code Chapter 791, with any appropri-

ate governmental entity to jointly employ or to jointly contribute to the costs of another entity employing:

1. A case manager to provide services in cases involving juvenile offenders who are before a court consistent with the court's statutory powers or referred to a court by a school administrator or designee for misconduct that would otherwise be within the court's statutory powers prior to a case being filed, with the consent of the juvenile and the juvenile's parents or guardians; or
2. One or more juvenile case managers who shall assist the court in administering the court's juvenile docket and in supervising the court's orders in juvenile cases, and may provide prevention services to a child considered at risk of entering the juvenile justice system, and intervention services to juveniles engaged in misconduct before cases are filed, excluding traffic offenses.

FUNDING

A district may apply to the criminal justice division of the governor's office for reimbursements of the costs of employing a juvenile case manager. Pursuant to Code of Criminal Procedure 102.0174, the district may pay the salary and benefits of a juvenile case manager and the costs of training, travel, office supplies, and other necessary expenses relating to the position of the juvenile case manager from the juvenile case manager fund.

RULES

The board of a district that employs a juvenile case manager shall adopt and implement reasonable rules for juvenile case managers that provide a code of ethics, and for the enforcement of the code of ethics; appropriate educational preservice and in-service training standards for juvenile case managers; and training in:

1. The role of the juvenile case manager;
2. Case planning and management;
3. Applicable procedural and substantive law;
4. Courtroom proceedings and presentation;
5. Services to at-risk youth under Family Code Chapter 264, Subchapter D;
6. Local programs and services for juveniles and methods by which juveniles may access those programs and services; and
7. Detecting and preventing abuse, exploitation, and neglect of juveniles.

Code of Criminal Procedure 45.056

Note: For additional resources regarding truancy, review the following:

TASB Legal Services' article, *Snapshot Truancy Guide for the 2015-2016 School Year*, explains how the truancy laws were revised in the 84th Legislative Session. It is available on e-Source at https://www.tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Students/documents/snapshot_truancy_guide_oct15.pdf.

The Texas Office of Court Administration has published a flowchart showing school district responsibilities regarding truancy following the 84th Legislative Session. It is available at: <http://tjcja.org/wp/wp-content/uploads/2015/07/School-flowchart-for-truancy-copy.pdf>. A commentary explaining the steps in the flowchart is available at: <http://tjcja.org/wp/wp-content/uploads/2015/07/Commentary-School-Responsibilities-Regarding-Truancy-Flowchart-copy.pdf>.

[This checklist will assist District administrators in complying with legal requirements and necessary documentation to make a successful truancy referral.]

TRUANCY PREVENTION MEASURES CHECKLIST

[Counties with two or more courts hearing truancy cases and two or more school districts are required to develop uniform truancy policies addressing procedures for truancy cases. If your District is located within one of these counties, coordinate the information below with the uniform procedures in your county.]

Truancy Prevention Facilitator:

For questions about completing the checklist or implementation of truancy prevention measures, please contact the District's truancy prevention facilitator listed below:

Name: _____

Position: _____

Phone number: _____

E-mail: _____

Student Information:

Name: _____

Student's age: _____ (See provision below for students age 19 or older.)

Student's grade level: _____

School attended: _____

TRUANCY PREVENTION MEASURES PRIOR TO THIRD ABSENCE

[If the District has implemented any truancy prevention measures for the student prior to the third absence (days or parts of days) without excuse within a four-week period, describe them here along with any effect on attendance.]

On _____ (date) after the student's _____
(e.g., first or second) absence within a four-week period, the District implemented the follow-
ing truancy prevention measure: _____

Following application of this truancy prevention measure, the student:

- ☐ Had continued absences on _____ (dates)

REQUIRED ACTIONS AFTER THIRD ABSENCE

The following required actions were taken after the above named student failed to attend school without excuse on three or more days or parts of days within a four-week period:

- ☐ The student has failed to attend school without an excuse on three or more days or parts of days within a four-week period.

[Attach attendance report.]

The four-week period during which the three absences occurred: _____
(starting date) to _____ (ending date).

The dates of the three absences within the four-week period were:

Absence 1: _____

Absence 2: _____

Absence 3: _____

- ☐ The student's parent or guardian was informed in writing of the student's absences and the parent's or guardian's duty to monitor school attendance and require the student to attend school.

• Date the notice was sent: _____

• Name of the parent or guardian to whom notice was sent:

• Address to which notice was sent:

☐ A meeting was scheduled with school officials and the parent or guardian to discuss the absences.

- Date of the meeting: _____
- Individuals in attendance:

SPECIAL PROVISIONS FOR STUDENTS AGE 19 OR OLDER

If a student who is voluntarily attending school at age 19 or older has failed to attend school without excuse for three or more days or parts of days within a four-week period, the District must send a warning letter stating that the student’s enrollment may be revoked if the student has more than five unexcused absences in one semester. The District cannot revoke the enrollment of a student age 19 or older on a day that the student is physically present in school.

[Complete the following information if the student is age 19 or older.]

Date warning letter was sent to the student: _____

Address to which the notice was sent: _____

As an alternative to revoking enrollment after five unexcused absences, the District may create a behavior improvement plan for the student. See below for behavior improvement plan elements.

TRUANCY PREVENTION MEASURES

Note: As required by law, following the third absence (days or parts of days) without excuse within a four-week period, the District must impose a behavior improvement plan, impose school-based community service, or make a written referral for services. The following truancy prevention measures were implemented:

TRUANCY PREVENTION MEASURES: BEHAVIORAL IMPROVEMENT PLAN

The District created a behavior improvement plan for the student signed:

☐ By the parent or guardian on _____ (date)

- ☐ By the student on _____ (date)
- ☐ By _____ (name and position title)
on _____ (date)

The plan included the following elements:

[Check all that apply.]

- ☐ A specific description of the behavior with which the student is required to comply or which is prohibited
- ☐ The effective dates of the plan, which began on _____ (date) and ended on _____ (date—no later than 45 days after the beginning date)
- ☐ A description of the penalties for additional absences, including additional disciplinary action or referral to truancy court

[Texas Education Code section 25.0915 requires that at least one of the above elements be included in a behavior improvement plan. Ideally a behavior improvement plan would include all three elements.]

The plan also included the following truancy prevention measures to improve attendance:

[Check all that apply.]

- ☐ Measurable goals to improve attendance as appropriate based on the student's age and factors contributing to nonattendance (e.g., using an alarm clock, going to bed earlier, arriving at the bus stop on time)
- ☐ A requirement for regular check-ins with a District employee
- ☐ A description of any restrictions until the student meets specific attendance goals (e.g., restriction of off-campus lunch privileges)
- ☐ Other: _____

Following application of the behavior improvement plan, the student:

- ☐ Had continued absences on _____ (dates)
- ☐ Did not have additional absences for _____ (days/weeks)
- ☐ Had improved attendance as evidenced by _____

[Attach a written behavior improvement plan.]

TRUANCY PREVENTION MEASURES: SCHOOL-BASED COMMUNITY SERVICE

The District implemented a school-based community service plan for the student.

Description of service required:

Date on which the student was scheduled to complete the school-based community service:

[Check one of the following.]

- ☐ The student completed the school-based community service on _____ (date).
- ☐ The student did not complete the school-based community service.

Following application of the school-based community service plan, the student:

- ☐ Had continued absences on _____ (dates)
- ☐ Did not have additional absences for _____ (days/weeks)
- ☐ Had improved attendance as evidenced by _____

[Attach a school-based community service plan.]

TRUANCY PREVENTION MEASURES: WRITTEN REFERRAL

The District provided a written referral requiring the student to participate in:

[Check the box next to the appropriate referral type.]

- ☐ Counseling consisting of _____. Date of written referral: _____
- ☐ Mediation consisting of _____. Date of written referral: _____
- ☐ Mentoring consisting of _____. Date of written referral: _____
- ☐ Teen court consisting of _____. Date of written referral: _____
- ☐ Community-based service(s) consisting of _____
Date of written referral: _____
- ☐ Other in-school or out-of-school services consisting of _____
Date of written referral: _____

The student's parent or guardian _____ (was/was not) invited to participate in the program to which the student was referred.

Following the application of the above referral measure, the student:

- ☐ Had continued absences on _____ (dates)
- ☐ Did not have additional absences for _____ (days/weeks)
- ☐ Had improved attendance as evidenced by _____

[Attach a written referral.]

If the student is pregnant, in the state foster program, homeless, or the principal income earner for the student's family, the District must offer counseling to the student.

- ☐ The District has determined that the student's truancy is the result of _____
_____ (list circumstances).

A referral for counseling was made on _____ (date) and consisted of _____

[Attach a written referral to counseling.]

OTHER TRUANCY PREVENTION MEASURES

In addition to the truancy prevention measures required by law, the following truancy prevention measures were implemented: *(describe truancy prevention measures):*

Following application of the above truancy prevention measures, the student:

- ☐ Had continued absences on _____ (dates)
- ☐ Did not have additional absences for _____ (days/weeks)
- ☐ Had improved attendance as evidenced by _____

[See the TASB Legal Services truancy materials for additional suggestions regarding school-based programs that can be implemented, available on e-Source at https://www.tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Students/documents/snapshot_truancy_guide_oct15.pdf.]

[Consider referral to truancy court after student has failed to attend school without excuse for ten or more days or parts of days within a six-month period.]

REFERRAL TO TRUANCY COURT

Note: The District may not make a referral to truancy court if the student's absences are the result of pregnancy, being in the state foster program, homelessness, or being the principal income earner for the student's family. The District shall offer additional counseling to the student.

In accordance with law, the District may make a referral to truancy court if a student has failed to attend school without excuse for ten or more days or parts of days within a six-month period in the same school year.

A referral to truancy court must be made within ten days of the student's tenth absence.

[Attach attendance report.]

The six-month period during which the absences occurred: _____ (starting date) to _____ (ending date).

Dates of the ten absences within the six-month period:

Absence 1:	Absence 6:
Absence 2:	Absence 7:
Absence 3:	Absence 8:
Absence 4:	Absence 9:
Absence 5:	Absence 10:

- ☐ The student is between 12 and 18 years old. **[Referral to truancy court for excessive absences may not be filed on a student voluntarily attending school after his or her 19th birthday.]**
- ☐ The District has prepared and submitted a statement certifying:
 - That the school applied truancy prevention measures (provide specific information about the truancy prevention measures used);
 - That the truancy prevention measures failed to meaningfully address the student's school attendance (provide timeline showing continued absences after implementation of truancy prevention measures); and
 - That the student is not eligible for or receiving special education services.
- ☐ Truancy documentation reviewed by the District's truancy prevention facilitator:

- Name: _____
- Position title: _____
- Signature: _____
- Date: _____

☐ Date truancy referral was submitted to the court: _____

OR

- ☐ The District has determined that (1) the truancy prevention measures are succeeding, and (2) it is in the best interest of the student not to make, or to delay making, a referral to truancy court.*
- The student's absences will be reevaluated on _____ (*date—suggest reevaluation within ten days from student's tenth absence*).
 - During this period, the District will continue to apply the following truancy prevention measures:

[Attach a copy of truancy prevention measures.]

*In this circumstance, the District can decide to refer the student to truancy court at a later time. However, a prosecutor must file a truancy petition with the truancy court within 45 days of the student's tenth absence, regardless of whether the District makes a later referral. Any period that the District delays the referral is subtracted from the prosecutor's 45-day timeline, thus shortening the time available for the prosecutor to file a petition.