

**LOCAL CONSOLIDATION AGREEMENT  
OF  
SPRING CREEK INDEPENDENT SCHOOL DISTRICT AND  
BORGER INDEPENDENT SCHOOL DISTRICT**

This LOCAL CONSOLIDATION AGREEMENT ("**Agreement**") is by and between Spring Creek Independent School District ("**Spring Creek ISD**") and Borger Independent School District ("**Borger ISD**").

**RECITALS**

**WHEREAS**, the respective Boards of Trustees of Spring Creek ISD and Borger ISD have determined that it is in the best interests of their respective school districts and communities to consolidate;

**WHEREAS**, on January 18, 2024, at a properly noticed meeting and in accordance with Texas Education Code § 13.152, the Board of Trustees of Spring Creek ISD approved a resolution to initiate consolidation with Borger ISD and further authorized its superintendent, board of trustees, and the Spring Creek ISD's legal counsel to take all action necessary to negotiate a proposed Local Consolidation Agreement with the administration of Borger ISD, to be reviewed and approved as to form by the Spring Creek ISD Board of Trustees;

**WHEREAS**, On January 18, 2024, at a properly noticed meeting and in accordance with Texas Education Code § 13.152, the Board of Trustees of Borger ISD approved a resolution to initiate consolidation with Spring Creek ISD and further authorized its superintendent and Board President to take all action necessary to negotiate a proposed Local Consolidation Agreement with the administration of Spring Creek ISD, to be reviewed and approved as to form by the Borger ISD Board of Trustees;

**WHEREAS**, Texas Education § 13.158 authorizes the board of trustees of school districts proposing consolidation to prepare a local consolidation agreement to be submitted to the registered voters in each district in form consistent with Texas Education Code § 13.153(c); and

**WHEREAS**, The Board of Trustees of Spring Creek ISD and the Board of Trustees of Borger ISD support the consolidation of Spring Creek ISD and Borger ISD and desire to make the consolidation of the two districts as efficient as possible through a Local Consolidation Agreement.

**NOW, THEREFORE**, in compliance with Texas Education Code §§ 13.158 & 13.159, and conditioned on ratification by a majority of the votes cast in an election in each district as required by Texas Education Code §§ 13.153 & 13.154, Spring Creek ISD and Borger ISD agree to this Agreement as follows:

1. **Name of Consolidated Independent School District**. The name of the independent school district resulting from the consolidation of Spring Creek ISD and Borger ISD will be "Borger Independent School District" (the "**Consolidated District**").
2. **Effective Date**. The effective date of the consolidation shall be July 1, 2024.

3. **Governance of the Consolidated District Following Consolidation.**

- 3.1 **Composition.** The Board of Trustees of the Consolidated District shall be composed of the trustees of the former Borger ISD Board of Trustees, as membership of that Board exists upon the effective date of the consolidation. Those trustees shall continue to serve for the terms for which they were elected.
- 3.2 **Election.** As vacancies occur in the Consolidated District, upon expiration of each term or resignation (as the case may be), such vacancies may be filled by individuals elected or appointed who reside within the boundaries of the Consolidated District, as provided by law and policy.

4. **Spring Creek ISD Employees.**

- 4.1 **Spring Creek ISD Probationary Contract Employees and Non-Professional Staff.** Spring Creek ISD shall endeavor to obtain resignations from each of its at-will and probationary contract employees, and Borger ISD agrees that Spring Creek ISD may seek resignations from such employees by whatever lawful means available and utilized by Spring Creek ISD in its sole discretion. Spring Creek ISD shall give notice to its at-will employees who do not resign that their employment shall be terminated no later than the effective date of the consolidation. Spring Creek ISD shall further take appropriate action and give legal notice to its probationary contract teachers who do not resign, if any, that their contracts will be terminated effective at the end of the 2023-2024 school year in accordance with Texas Education Code § 21.103(a). Spring Creek ISD at-will employees and probationary contract employees may apply for employment with the Borger ISD by filing an employment application with the personnel office.
- 4.2 **Spring Creek ISD Term Contract Employees.** Spring Creek ISD shall endeavor to obtain resignations from each of its contract employees and Borger ISD agrees that Spring Creek ISD may seek resignations from such employees by whatever lawful means available and utilized by Spring Creek ISD, in its sole discretion. For those term contract employees who do not resign, Spring Creek ISD shall endeavor to non-renew or terminate (as may be applicable) such employees prior to July 1, 2024, in accordance with applicable law. Borger ISD agrees that former Spring Creek term contract employees may apply for employment with Borger ISD by filing an employment application with the personnel office.

5. **Facilities and Equipment.**

- 5.1 **General.** On the effective date of the consolidation, in accordance with Texas Education Code § 13.156, title to all Spring Creek ISD real property and facilities, equipment, vehicles, supplies and all property of every kind and nature shall vest with the Consolidated District. The Consolidated District assumes and is liable for all outstanding indebtedness of Spring Creek ISD.
- 5.2 **Maintenance of Spring Creek ISD Grounds and Facilities.** Borger ISD agrees to maintain the Spring Creek ISD grounds and facilities in a manner consistent with the general standards for Borger ISD facilities.
- 5.3 **Spring Creek ISD Minutes, Records, Memorabilia and Administrative Office.** Borger ISD shall preserve and maintain all Spring Creek ISD minutes, business records, student records and other official District documents as required by law. The documents will be moved to a facility designated by the Borger ISD in Borger, Texas for secure storage and ease of access. Borger ISD further agrees to work with Spring Creek ISD community members to store and display school and community memorabilia and trophies. If Borger ISD desires to cease using the Administration Office as outlined herein, Borger ISD agrees to donate, if possible, Spring Creek ISD memorabilia and trophies to a community organization with the stipulation that such items be preserved for community purposes. If Spring Creek ISD memorabilia and trophies cannot be donated to a community organization, the Borger ISD agrees to preserve such items.
- 5.4 **Surplus Personal Property.** Prior to consolidation, Spring Creek ISD may dispose of personal property as allowed by law and policy only after notice to Borger ISD, and Borger ISD determines the property is not needed for Borger ISD's future use.

6. **Extracurricular Activities.**

- 6.1 **Mascot.** The Mascot of the newly consolidated district shall be the current mascot(s) of Borger ISD .
- 6.2 **National Honor Society (NHS).** Borger ISD agrees to offer full membership in the Borger ISD NHS to Spring Creek ISD students who are in good standing with Spring Creek ISD NHS as of the effective date of the consolidation. Current juniors and seniors who have already been inducted into the Spring Creek NHS, and who plan to attend Borger High School for the 2024-2025 school year, will be invited to participate in the BHS Induction Ceremony on September 2024.

- 6.3 **Graduation Regalia**. For students in the 2025, 2026, and 2027 graduating classes, the students who attend Spring Creek High School prior to consolidation will be provided red and black cords to wear at the graduation ceremony.
  - 6.4 **UIL Teams and Events**. Spring Creek ISD students shall be encouraged to participate in all UIL teams and events for which they are eligible starting in the 2024-2025 school year.
  - 6.5 **Student Council**. Borger High School student council sign-up and officer elections take place at the start of each school year and are open for all current students, including students formerly enrolled in Spring Creek ISD.
  - 6.6 **Graduation Honors and Highest-Ranking Graduate**. Spring Creek ISD students shall be placed in the appropriate ranking in Borger ISD consistent with their grades that transfer from Spring Creek ISD. Beginning with the graduating class of 2026, Spring Creek ISD students may be recognized as Honor Graduates (e.g. top ten honor graduates, Valedictorian, Salutatorian) and the Highest-Ranking Graduate based on the eligibility criteria set forth in Board Policy EIC(LOCAL) or other applicable policy(ies) of Borger ISD as they currently exist, or are amended hereafter.
7. **Student Transportation**.
- 7.1 **School Instruction Transportation**. Transportation of Students shall be handled in accordance with Borger ISD Board Policy.
  - 7.2 **School Activities Transportation**. Transportation of Students shall be handled in accordance with Borger ISD Board Policy.
8. **Miscellaneous**
- 9.1 Following the election regarding consolidation and concurrent with the effective date of consolidation, the Spring Creek ISD Board of Trustees shall prepare and submit to the Comptroller of the State of Texas, any and all documents necessary to amend the Tax Limitation Agreement #1763 with PSG Operating Company, LLC to substitute Borger ISD for all purposes.
9. **Public Inspection of Agreement and Hearing**.
- 9.1 **Inspection**. In accordance with Education Code § 13.159(a), this Agreement will be available for inspection during regular business hours at the central administration offices of Spring Creek ISD and Borger ISD at a minimum for twenty-five (25) days before

the consolidation election is conducted. The location of the respective central administration offices are as follows:

**Spring Creek ISD**  
9849 FM 2171  
Skellytown, TX 79080

**Borger ISD**  
200 E 9th St.  
Borger, TX 79007

- 9.2 **Hearing.** Pursuant to Texas Education Code § 13.159(b), Spring Creek ISD and Borger ISD shall each hold a public hearing to allow interested persons an opportunity to present comments related to this Agreement. If this Agreement is amended following a public hearing, before the consolidation election is conducted, each district shall hold another public hearing to consider such amendment.
- 9.3 **Notice to the Public.** Spring Creek ISD and Borger ISD will provide notice to the public that a public hearing is occurring in accordance Texas Education Code § 13.159(c).
10. **Provision of Information to Public Regarding Consolidation.** Spring Creek ISD and Borger ISD agree to use reasonable efforts to advise students, patrons, taxpayers and employees with factual information concerning the proposed consolidation.
11. **Election and Voter Approval.** The respective Boards of Trustees shall, following approval of this Agreement, each order a consolidation election, in accordance with Texas Education Code §§11.153 and 11.154. This Agreement shall be binding and enforceable only if it is approved by a majority of the votes cast by the registered voters in a consolidation election held in each district on the same day, Saturday, May 4, 2024 (the "**Consolidation Election**"), for the following proposition:
- "CONSOLIDATION OF SPRING CREEK INDEPENDENT SCHOOL DISTRICT AND BORGER INDEPENDENT SCHOOL DISTRICT INTO A SINGLE SCHOOL DISTRICT UNDER A LOCAL CONSOLIDATION AGREEMENT."**
- 11.1 **Canvass and Results.** Spring Creek ISD and Borger ISD shall canvass the returns of the Consolidation Election in their respective districts and shall publish the results separately for each district. If the votes cast in all districts show a majority in each district voting in favor of the consolidation, the respective board of trustees shall declare Spring Creek ISD and Borger ISD consolidated.
1. **General Provisions.**
- a. **Entire Agreement.** This document is the entire Agreement between the parties and shall be binding upon all the parties, and their respective school trustees, school administrators and employees, and their successors and assigns.


- b. **Venue and Dispute Resolution.** This Agreement is performable entirely in Hutchinson County, Texas, and shall be governed, construed, and enforced under the laws of the State of Texas. The parties shall attempt to resolve claims and disputes relating to this Agreement, or its breach, through direct discussions or, if those discussions fail, through non-binding alternative dispute resolution as provided in Chapter 154, Texas Civil Practice and Remedies Code. If the claim or dispute is unresolved after the non-binding alternative dispute resolution, it shall be resolved in accordance with the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to this contract shall be in Hutchinson County, Texas.
- c. **Counterparts.** This Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes. All the parties further agree to execute any and all documents necessary to effectuate the intent and purposes of this Agreement. This Agreement supersedes all prior oral or written agreements, arrangements, or understandings between the parties that relate to any of the subject matter of this Agreement.
- d. **Amendment.** This Agreement may be modified or terminated only in writing, executed by all the parties hereto at any time prior to thirty (30) days before the Consolidation Election is held. If the consolidation election is successful, this Agreement may not be amended for a period of five (5) years following the effective date of consolidation. After that time, any proposed amendment must be approved unanimously by the Board of Trustees of the Consolidated District to be effective.
- e. **Waiver.** No waiver of any term or provision of this Agreement shall be binding unless executed in writing by the party entitled to benefit thereof.
- f. **Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.
- g. **Severability.** If one or more of provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provisions were excluded and shall be enforceable in accordance with its terms.
- h. **Authority to Sign.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

*[Rest of Page Intentionally Left Blank – Signature Page to Follow]*

SUBSEQUENT TO FULLY COMPLYING WITH TEXAS EDUCATION CODE SECTION 13.159, THIS LOCAL CONSOLIDATION HAS BEEN APPROVED AND AGREED TO AS FOLLOWS:

Approved as to Form:

SPRING CREEK INDEPENDENT SCHOOL DISTRICT

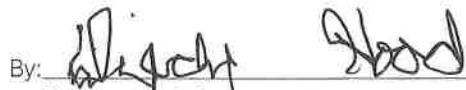
By:   
Bob Kasch, President, Board of Trustees  
Date: 2-16-24

ATTESTED TO:

  
Cindy Cornelius, Board Secretary  
Spring Creek Independent School District

Approved as to Form:

BORGER INDEPENDENT SCHOOL DISTRICT

By:   
Diedre Hood, President, Board of Trustees  
Date: 2/21/24

ATTESTED TO:

  
Cyndee Hickman, Board Secretary  
Borger Independent School District