

Agenda of Special Meeting

The Board of Trustees Mineral Wells ISD

A Special Meeting of the Board of Trustees of Mineral Wells ISD will be held Monday, September 25, 2023, beginning at 12:00 PM in the District Services Complex.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order/Establish Quorum

2. Open Session

3. Public Comment

4. Presentation on Athletic Handbook

Presenter: Cody Worrell, Athletics Director

5. Discuss, Consider, and Take Any Necessary Action to Determine Whether a Group's Primary Purpose Benefits the School-Age Children of Mineral Wells ISD and To Consider Approval for Said Group's Long-Term Use of a School Facility **2**

Presenter: Cody Worrell, Athletics Director

6. Discuss, Consider, and Take Any Necessary Action Regarding joining A-F Accountability Lawsuit **5**

Presenter: Dr. John Kuhn, Superintendent

7. Adjournment

COMMUNITY RELATIONS
NONSCHOOL USE OF SCHOOL FACILITIES

GKD
(LOCAL)

	<p>The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.</p> <p>The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]</p>
Scope of Use	<p>The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.</p> <p>The District shall not lease facilities for extended periods of time (for periods longer than three consecutive months in one calendar year) to nonschool groups or organizations. However, if the Board determines that the group's or organization's primary purpose benefits the school-age children of the Mineral Wells area, then the Board may enter into a longer term lease with such organization.</p> <p>Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.</p> <hr/> <p>Note: See the following policies for other information regarding facilities use:</p> <ul style="list-style-type: none">• Use by employee professional organizations: DGA• Use of facilities for school-sponsored and school-related activities: FM• Use by noncurriculum-related student groups: FNAB• Use by District-affiliated school-support organizations: GE <hr/>
Nonprofit Fundraising	<p>The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.</p>
For-Profit Use	<p>The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.</p>
Campaign-Related Use	<p>Except to the extent that a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.</p>

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Scheduling	<p>Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.</p> <p>Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The principal shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.</p>
Approval of Use	<p>The principal is authorized to approve use of facilities on a school campus. The Superintendent or designee is authorized to approve use of all other District facilities except athletic facilities. The athletic director is authorized to approve use of District athletic facilities.</p>
Exception	<p>No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.</p>
Emergency Use	<p>In case of emergencies or disasters, the Superintendent may authorize the use of school facilities by civil defense, health, or emergency service authorities.</p>
Use Agreement	<p>Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations, and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.</p>
Fees for Use	<p>Nonschool users shall be charged a fee for the use of designated District facilities.</p> <p>The Superintendent shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.</p>
Exceptions	<p>Fees shall not be charged when District facilities are used:</p> <ol style="list-style-type: none">1. For public meetings sponsored by state or local governmental agencies; or2. By District employee professional organizations. [See DGA]
Required Conduct	<p>Persons or groups using District facilities shall:</p> <ol style="list-style-type: none">1. Conduct business in an orderly manner.

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2. Abide by fire safety codes, governmental use regulations, and all laws and policies, including but not limited to, those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property. [See GKA]
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

LEGAL SERVICES AGREEMENT WITH O'HANLON, DEMERATH & CASTILLO

This agreement is made between the Mineral Wells Independent School District ("District") and O'Hanlon, Demerath & Castillo ("Firm") for representation of the District in the lawsuit filed regarding the A–F performance ratings for the 2022–2023 school year.

1. Fees and Expenses: Time will be billed by the Firm as follows: an hourly fee of \$350.00 per hour for work performed by Firm attorneys and \$110.00 per hour for work performed by Firm Paralegals. The Firm will receive reimbursement for reasonable and necessary expenses, including expenses for investigation, expert witnesses (if any), and travel outside of Travis County, in addition to the Firm's compensation. We will equally allocate our hours worked and total expenses **among all school districts** who are represented by the Firm in this lawsuit. Time will be billed in 1/10th hour increments.

2. Termination: You will have the right to **terminate** our representation **at any time**. In the event of any such termination, we will cooperate in all steps necessary to free us of any obligations to perform further, including the execution of any documents reasonably necessary to complete our withdrawal. The District will be responsible for our fees and expenses incurred to the date of termination under the terms of this agreement.

3. Conflict Issues: We have not detected any conflict between our firm and your interests. Further, we do not anticipate any conflict to arise in the future.

4. Miscellaneous: This letter agreement is governed by the laws of the State of Texas and is binding upon and inures to the benefit of both you and these firms and our respective heirs, legal representatives, successors, and assigns. This letter agreement constitutes the entire agreement between us with respect to matters involving the engagement of our firms and the payment of fees in connection with this engagement. Since the outcome of litigation or other legal matters is subject to the vagaries and risks inherent in the litigation or legal process, it is understood that we have made no promises or guarantees to you concerning any outcomes as a result of our representation. Nothing in this letter shall be construed as such a promise or guarantee.

John Kuhn, Superintendent
Mineral Wells Independent School District

David Campbell
O'HANLON, DEMERATH & CASTILLO