

# Agenda of Special Meeting

## The Board of Trustees Mineral Wells ISD

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A Special Meeting of the Board of Trustees of Mineral Wells ISD will be held Wednesday, April 17, 2024, beginning at 6:00 PM in the District Services Complex | Board Room.

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. **Closed Session - Texas Government Code 551.074**
  - A. Discuss Interim Superintendent Pursuant to Texas Government Code 551.074
    - 1) Discussion and Consideration of Candidate(s) for the Position of Interim Superintendent
    - 2) Discussion and Consideration of terms to hire an Interim Superintendent
    - 3) Discussion and Consideration of Hiring a Superintendent
  - B. Texas Government Code 551.071
    - 1) Consult with the District's Attorney, in Person or on the Phone, on a Matter in Which the Duty of the Attorney to the District Conflicts with Chapter 551
3. **Reconvene to Open Session**
4. **Public Comment**
5. **Discuss, Consider, and Take Any Necessary Action Regarding a Master Interlocal Agreement and Contract for Services between Mineral Wells ISD and Region 11 Education Service Center** **2**  
**Presenter:** Dr. John Kuhn, Superintendent
6. **Discuss, Consider, and Take Any Necessary Action Regarding Providing Consent for Superintendent John Kuhn to resign his contract early, with a last work day of April 25, 2024** **7**  
**Presenter:** Dr. John Kuhn, Superintendent
7. **Consider Hiring an Interim Superintendent**
8. **Adjournment**



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 4/17/24

<b>MEETING TYPE:</b>	<b>AGENDA ITEM TYPE:</b>
<input type="checkbox"/> Regular Meeting	<input checked="" type="checkbox"/> Action Item
<input checked="" type="checkbox"/> Special Meeting	<input type="checkbox"/> Non-Action Item

**BOARD GOALS (check all that apply)**

<b>Academic Goals</b>	<b>Operational Goals</b>
<input checked="" type="checkbox"/> Academic Competitiveness	<input checked="" type="checkbox"/> Promote Community/School Partnerships
• <input type="checkbox"/> Early Literacy (HB3)	<input checked="" type="checkbox"/> Fiscal Responsibility
• <input type="checkbox"/> Early Math (HB3)	<input checked="" type="checkbox"/> Safe and Secure Schools
• <input type="checkbox"/> Other	
<input checked="" type="checkbox"/> Career Certifications (HB3)	

**TITLE:** Discuss, consider, and take any necessary action regarding a Master Interlocal Agreement and Contract for Services between Mineral Wells ISD and Region 11 Education Service Center.

**RECOMMENDED ACTION:** It is recommended that the Board approve the Master Interlocal Agreement and Contract for Services between Mineral Wells ISD and Region 11 Education Service Center.

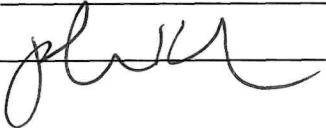
**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** GNB (LEGAL)

**OVERVIEW:**  
School boards must authorize the purchase of goods and services over \$50,000 in value. Schools may enter into agreements with regional service centers for the provision of a variety of education-related services.

**FISCAL IMPACT:** \$97,137.78

**ATTACHMENTS:** Master Interlocal Agreement; Contract Summary Report

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent's Office

**DEPARTMENT SIGNATURE/APPROVAL:** 

This Master Interlocal Agreement (“Agreement”) is made by and between Education Service Center Region 11 (“ESC Region 11”) and Mineral Wells ISD \_\_\_\_\_ (“Local Government”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respectively authorized officers or employees.

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

**WHEREAS**, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

**AGREEMENT**

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**Local Government**

**Mineral Wells ISD**

\_\_\_\_\_  
 Name of Local Government

**906 SW 5th Ave Mineral Wells**

\_\_\_\_\_  
 Address of Local Government

**John Kuhn 940-325-6404**

\_\_\_\_\_  
 Contact Name and Telephone Number

\_\_\_\_\_  
 Board President or Authorized Rep Signature /Date

\_\_\_\_\_  
 Board Approval Date (if applicable)

**ESC Region 11**

1451 S. Cherry Lane

White Settlement, Texas 76108

Attn: Purchasing

\_\_\_\_\_  
 Authorized ESC Representative Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized ESC Representative Title



1451 S. Cherry Lane  
White Settlement, TX 76108

## MINERAL WELLS ISD Contract Summary Report

Last Year Enrollment: 3321

<u>Contract</u>	<u>Lock Date</u>	<u>Enroll Start</u>	<u>Enroll End</u>	<u>Total</u>
Comprehensive Services Basic Contract	03/28/2024	09/01/2024	08/31/2025	\$650.00
DMAC Solutions	04/10/2024	09/01/2024	08/31/2025	\$21,614.65
HR Systems	04/10/2024	09/01/2024	08/31/2025	\$9,845.60
Instructional Solutions and Support	04/10/2024	09/01/2024	08/31/2025	\$29,271.93
OnDataSuite	04/10/2024	09/01/2024	08/31/2025	\$6,250.00
Technology Services	04/10/2024	09/01/2024	08/31/2025	\$5,000.00
TEKS Resource System	04/10/2024	09/01/2024	08/31/2025	\$19,310.60
TSDS (PEIMS, TIMS, UID, Core Collections)	04/10/2024	09/01/2024	08/31/2025	\$5,195.00
				<b>\$97,137.78</b>

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

\_\_\_\_\_  
Signature of Board President or Designee

\_\_\_\_\_  
Date Approved by Board of Trustees

\_\_\_\_\_  
Signature of Superintendent or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Designated District Contact

\_\_\_\_\_  
E-mail of District Contact

Please fax or e-mail to:  
Education Service Center Region 11  
Atten: Dr. Clyde W. Steelman, Jr.  
1451 S. Cherry Lane  
White Settlement, Texas 76108  
Fax (817) 740-7675  
clydes@esc11.net

For additional information, contact:  
Dr. Clyde W. Steelman, Jr.  
(817) 740-3630  
clydes@esc11.net

\_\_\_\_\_  
ESC Region 11 Executive Director Signature

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- Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**Local Government**

**Mineral Wells ISD**

Name of Local Government

**906 SW 5th Ave Mineral Wells**

Address of Local Government

**John Kuhn 940-325-6404**

Contact Name and Telephone Number

Board President or Authorized Rep Signature /Date


Board Approval Date (if applicable)

**ESC Region 11**

1451 S. Cherry Lane


White Settlement, Texas 76108

Attn: Purchasing

  
Clyde Steelman (Oct 21, 2024 08:03 CDT)

Authorized ESC Representative Signature

Date

  
Clyde Steelman (Oct 21, 2024 08:03 CDT)

Authorized ESC Representative Title



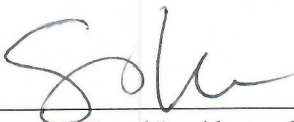
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White Settlement, TX 76108

### MINERAL WELLS ISD Contract Summary Report

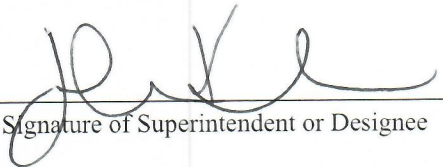
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\_\_\_\_\_  
Signature of Board President or Designee

4/17/24  
\_\_\_\_\_  
Date Approved by Board of Trustees

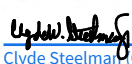
  
\_\_\_\_\_  
Signature of Superintendent or Designee

4/17/24  
\_\_\_\_\_  
Date

John Kuhn  
\_\_\_\_\_  
Designated District Contact

jkuhn@mwisd.net  
\_\_\_\_\_  
E-mail of District Contact

Please fax or e-mail to:  
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clydes@esc11.net

For additional information, contact:  
Dr. Clyde W. Steelman, Jr.  
(817) 740-3630  
clydes@esc11.net  
  
Clyde Steelman (Oct 15, 2024 15:09 CDT)  
\_\_\_\_\_  
ESC Region 11 Executive Director Signature



# BOARD OF TRUSTEES Agenda Item

MEETING DATE: 4/17/24

**MEETING TYPE:**

- Regular Meeting
- Special Meeting

**AGENDA ITEM TYPE:**

- Action Item
- Non-Action Item

**BOARD GOALS (check all that apply)**

**Academic Goals**

- Academic Competitiveness
  - Early Literacy (HB3)
  - Early Math (HB3)
  - Other
- Career Certifications (HB3)

**Operational Goals**

- Promote Community/School Partnerships
- Fiscal Responsibility
- Safe and Secure Schools

**TITLE:** Discuss, consider, and take any necessary action regarding providing consent for Superintendent John Kuhn to resign his contract early, with a last work day of April 25, 2024.

**RECOMMENDED ACTION:** It is recommended that the Board give consent for Superintendent John Kuhn to resign his contract with a last work day of April 25, 2024.

**BOARD POLICY/STATE REGULATION/LAW REFERENCE (if applicable):** BJCG (LEGAL)

**OVERVIEW:**

A superintendent may leave the employment of a district at the end of a school year without penalty by filing a written resignation with the board. The resignation must be addressed to the board and filed not later than the 45th day before the first day of instruction of the following school year.

A superintendent may resign, with the consent of a board, at any other time.

**FISCAL IMPACT:** N/A

**ATTACHMENTS:** BJCG (LEGAL)

**DEPARTMENT(S) SUBMITTING FORM:** Superintendent's Office

**DEPARTMENT SIGNATURE/APPROVAL:** 

SUPERINTENDENT  
RESIGNATION

BJCG  
(LEGAL)

**Year End**

A superintendent may leave the employment of a district at the end of a school year without penalty by filing a written resignation with the board. The resignation must be addressed to the board and filed not later than the 45th day before the first day of instruction of the following school year.

**Mid-year**

A superintendent may resign, with the consent of a board, at any other time.

**Financial Exigency**

A superintendent whose contract is amended by the board on the basis of a financial exigency declared under Education Code 44.011 [see CEA] may resign without penalty by providing reasonable notice to the board and may continue employment for the notice period under the prior contract. [See BJC]

*Education Code 21.212(e), (f)*