

Called Board Meeting
Tuesday, August 8, 2023 6:00 PM

Dr. Jim Vaszauskas Center for the Performing
Arts
1110 W. Debbie Lane
Mansfield, TX 76063

Agenda

1. Call to Order
 - 1.1. Roll Call
2. Closed Session
 - 2.1. Adjourn to closed session pursuant to Texas Government Code Section 551.074, Personnel, to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including the Superintendent evaluation and contract, 551.071; Consultation with the Board's attorney; 551.072, real property; and 551.076 to conduct deliberations regarding security devices or security audits.
3. Reconvene
 - 3.1. Reconvene to Public
4. Meeting Opening
 - 4.1. Prayer
 - 4.2. Pledges
5. Public Comments
 - 5.1. The correct procedure for addressing the Board during Public Comments is as follows: Each speaker should address the Board from the podium microphone and state his or her name before speaking. All speakers will be limited to three minutes to make comments regarding items on the agenda, unless modified by the Board President based on Board Policy BED (LOCAL). Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.
6. Discussion
 - 6.1. Board Scorecard
 - 6.2. District Campus Environment Support System
7. Consent Agenda
 - 7.1. Consideration and Approval of Interlocal Agreement between Mansfield ISD and the City of Mansfield for Emergency Medical Services
8. Adjourn

MANSFIELD ISD BOARD OF TRUSTEES / SUPERINTENDENT KEY STRATEGIC MEASURES

Goal 1: Remains focused on the Board's goals and priorities, annually evaluating its performance as a team, with attention given to the district's vision and goals; fulfilling the board's duties, responsibilities, and commitments; and the board's working relationship with the superintendent.

Goal 2: Ensure the equitable distribution of resources, opportunities, and experiences based on the diverse needs of students and schools

2022-2027 Score Card

1. Guiding Statements									
#	Key Strategic Measure	5 Year Goal	Baseline	Actual Data					Status
			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
1.1	% Reading on Level by start of 3rd grade	82%	74%						
1.2	% of students mastering Algebra 2	80%	76%						
1.3	% of students Life Ready	80%	58%						
1.4	% of students graduating College and/or Career Ready	80%	45%						
2. Vision and Goals									
#	Key Strategic Measure	5 Year Goal	Baseline	Actual Data					Status
			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
2.1	Focus on Monitoring Board Dashboard on a Monthly Basis	100%		100%					
2.2	Results for Qualifying Student Groups in Domain 3 Meet or Exceed the State Threshold for Reading and Math	TBD							
2.3.1	Superintendent in Community	Attend 15-20 community events		107					
2.3.2	Visibility on School Campuses	Visit 24 campuses per semester		83					
3. Systems and Processes									
#	Key Strategic Measure	5 Year Goal	Baseline	Actual Data					Status
			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
3.1	System Reports	100% of identified systems will be presented		100%					
3.2	Board Member Required Training (Adjustment: replacing goal of 12 hrs with 15 hrs and replacing goal of 25 hrs with 28 hrs, because we are ontrack to meeting a higher goal this year)	Most educated board. Existing board members 12 or more hours, new board members more than 25 hours	142	317					
3.3	Student Focused Agenda (Looking at using a different scoring format then what we have been using to possibly meet our needs better)	40% of time is invested in improving student outcomes	32%	39%					
3.4	Length of Board Meetings	Student Focused Agenda: Maintain the length to 2 hours – max 2.5 hours	1hr. 27min.	1hr. 43min.					
3.5	Length of Executive Session	Maintain the length to 1 hour Max 1.5 hours	62 min.	65 min					

4. Progress and Accountability

#	Key Strategic Measure	5 Year Goal	Baseline	Actual Data					Status	
			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27		
4.1	Board Committees	Board members to maintain at minimum 3 committees	88%	100%						
4.2	Keeping Board Operating Procedures Up-to-Date and Being Followed	Board to review operating procedures once a year and ensure they are being followed	100%	100%						

5. Advocacy and Engagement

#	Key Strategic Measure	5 Year Goal	Baseline	Actual Data					Status	
			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27		
5.1	Community Conversations	Minimum 9 a year depending on community needs	57%	89%						
5.2	Board Members Visible at School Events	Attendance at 75% of designated school events		72%						
5.3	Local Elected State Officials are Informed of MISD Legislative Priorities	100%	45%	100%						

6. Synergy and Teamwork

#	Key Strategic Measure	5 Year Goal	Baseline	Actual Data					Status	
			2021-22	2022-23	2023-24	2024-25	2025-26	2026-27		
6.1	Team of 8/Progress Meetings	Once a quarter	100%	50%						
6.2	Board Member Partnership/ Buddy	One buddy activity per month		35%						

Met or Exceeded 5 Year Goal
On Track Towards Meeting Goal with a Positive Trend
Did Not Achieve Yearly Goal- Improvement Effort Suggested
Current Progress Did Not Achieve Goal – Improvement Effort Required



**Board of School Trustees
Mansfield Independent School District**

TITLE: Consideration and Approval of
Interlocal Agreement for Emergency Medical
Services Between Mansfield ISD and the City
of Mansfield

DATE: August 8, 2023

ACTION

BACKGROUND:

This Interlocal Agreement is made and entered into by the City of Mansfield and the Mansfield ISD to assist the District in maintaining a safe environment for District athletic events.

The primary purpose of this Agreement is for the City of Mansfield to provide Standby Emergency Medical Services to Mansfield ISD. The City shall assign a minimum of two certified paramedics with advanced life support capabilities and a means for immediate contact with the 9-1-1 system at:

- a. All District home varsity football games;
- b. All District post season football games held at District's facilities; and
- c. Any other District event as agreed upon in advance by the parties in writing.

CONSIDERATIONS:

Consider approval of the Interlocal Agreement for Emergency Medical Services between Mansfield ISD and the City of Mansfield.

RECOMMENDATION:

The Superintendent recommends the Board approve the Interlocal Agreement for Emergency Medical Services between Mansfield ISD and the City of Mansfield.

If the Board desires to approve this item, the motion would read:

“I move to approve the Interlocal Agreement for Emergency Medical Services between Mansfield ISD and the City of Mansfield.”

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**CITY OF MANSFIELD INTERLOCAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES**

This interlocal agreement (“Agreement”) is hereby made and entered into by and between the City of Mansfield, a Texas home-rule municipality and Mansfield Independent School District, a Texas Local Government (“District”).

WHEREAS, District desires for the City of Mansfield, through the City of Mansfield’s Fire Department (collectively “City”) to assist District in maintaining a safe environment for District’s athletic events; and

WHEREAS, City’s provides fire, rescue, and emergency medical services to the community and citizens of the City; and

WHEREAS, District agrees that it has sufficient funds available from current revenues to perform its obligations under this Agreement and will budget accordingly for the term of this Agreement from future revenues; and

WHEREAS, the described purpose is a public purpose and the parties are authorized to enter into local agreements to perform governmental functions under the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the consideration to be paid or provided and the public purpose limitations are considered by the parties to be reasonable and fair consideration;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefits of both parties, it is agreed as follows:

**ARTICLE I
PURPOSE**

The primary purpose of this Agreement is for City to provide Standby Emergency Medical Services (“EMS”) to District as outlined herein.

**ARTICLE II
TERMS AND TERMINATION**

1. The initial term of this Agreement shall be for one (1) year, commencing on the date of the last execution of the parties. Thereafter, this Agreement shall automatically renew on a year-to-year basis unless terminated pursuant to the terms of this Agreement.
2. Whether during the initial term or during any term thereafter, either party may terminate

this Agreement by providing ninety (90) days written notice to the other party of their intent to do so. In the event of termination, District agrees to pay City for all services performed through the date of termination.

ARTICLE III CITY'S OBLIGATIONS AND SERVICES

City will provide District the following Emergency Medical Services in the following manner:

1. City shall assign a minimum of two (2) certified paramedics with advanced life support (ALS) capabilities and a means for immediate contact with the 9-1-1 system at:
 - a. All District home varsity football games;
 - b. All District post season football games held at District's facilities; and
 - c. Any other District event as agreed upon in advance by the parties in writing.
2. For services provided under subsection (a)-(b) above, City shall arrive fifteen (15) minutes prior to official start time of game and depart fifteen (15) minutes after official end time of game.
3. District understands that City's primary responsibility is the protection of the citizens and residents of the City of Mansfield. Therefore, at any time in City's sole discretion, when staffing and equipment requirements demand more protection for the City, all or any portion of the services provided for hereunder may be removed.
4. City reserves the right to determine appropriate staffing levels, above the minimum stipulated herein, that are necessary for each specified event and, subject to availability, staff accordingly.
5. During the event in which City is providing services to District, City shall stage in an area that shall allow for rapid access to patrons in emergency situations.
6. All personnel provided by City under this Agreement shall be employees of City and will, at all times, be subject to the supervision and control of the City's Fire Chief, or his designee, and shall be responsible to the City's Fire Chief, or his designee.
7. In carrying out its obligations to District under this Agreement, City shall have sole discretion in personnel and equipment assigned, treatment provided and transport destinations, all of which shall be conducted according to City's EMS Protocols and Standard Operating Procedures.

ARTICLE IV DISTRICT'S OBLIGATIONS

District shall:

1. Provide City with a minimum of fourteen (14) days' advance written notice of District's home varsity football games where City is to provide services described herein.
2. Provide City with a minimum of seven (7) days' advance written notice of District's post season football games where City is to provide services described herein.
3. Any other District event where District requests City to provide services described herein shall be subject to advance written notice as agreed upon by both parties.
4. Pay invoices within thirty (30) days of issuance.

ARTICLE V FEES

1. City's hourly fee shall be One Hundred and Twenty-Five and 00/100 dollars (\$125.00) per hour, to be charged a minimum of four (4) hours per event. City's hourly fee begins when City's personnel leave the station and ends when personnel return to the station.
2. Any additional personnel assigned, above the minimum stipulated herein, to a specific event shall be assessed at Sixty-Two and 50/100 dollars (\$62.50) per hour, to be charged a minimum of four (4) hours per event assigned.
3. City shall invoice District monthly for all charges for the preceding month.
4. Emergency medical services rendered to student athletes by City pursuant to this Agreement are included in the hourly rate. City will send a bill, if applicable, to any other person receiving emergency medical service arising out of this Agreement.

ARTICLE VI GENERAL PROVISIONS

1. **Entire Agreement:** This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Agreement, and except as otherwise provided herein, cannot be modified or amended without written agreement of the parties.
2. **Indemnification.** *District agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may arise out of or be occasioned by any of the terms or provisions of this Contract. District agrees to defend at its own expense any suits or other proceedings brought against the City or its officers, agents, or employees resulting from or that may arise out of or be occasioned by the terms or provisions of this Contract, and in the event of joint and*

concurrent negligence of both District and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defense of the parties under Texas law. In accordance with Sec. 791.006 of the Texas Government Code, District remains responsible for any civil liability that arises from City's furnishing of the services herein. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

3. **Governing Law:** This Agreement shall be governed by and construed in accordance with all applicable State and Federal laws.
4. **Venue:** The obligations of the parties to this Agreement are performable in Tarrant County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Tarrant County, Texas.
5. **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement. This Agreement constitutes the only Agreement of the parties hereto and supersedes any prior understanding or oral or written agreements between the parties regarding the subject of this Agreement.
6. **Assignment:** This Agreement shall be binding upon the parties hereto and their successors and assigns; and, it may not be assigned by any party without the prior written consent of the other.
7. **No Waiver or Third-Party Rights:** Nothing within this Agreement shall be deemed to waive, modify, or alter any legal or equitable defense available to any party, or to create any legal or equitable right or claim on behalf of any third party.
8. **Notices:** All notices, communications, and reports required or permitted under this Agreement shall be personally delivered, delivered by electronic means, or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below. Mailed notices shall be deemed communicated as of five days after mailing.

If to City:

City of Mansfield
Attn: Chief Mike Ross, Fire Chief
1305 E. Broad St.
Mansfield, Texas 76063
817-276-4777 – Tel

If to District:

Mansfield Independent School District
Attn: _____
605 E. Broad St.
Mansfield, Texas 76063
_____ - Tel

9. **Severability:** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Agreement and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

10. **Counterpart:** This Agreement may be executed in any number of counterparts, each which shall be deemed an original and constitute one and the same instrument.

EXECUTED this the _____ day of _____, 2023.

“City”
City of Mansfield

By: _____
Joe Smolinski, City Manager

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Vanessa Ramirez, Assistant City Manager

“District”
Mansfield Independent School District

By: _____
Kimberley Cantu, Superintendent

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 2023,
by Joe Smolinski, City Manager of the City of Mansfield.

Notary Public in and for the State of Texas

MANSFIELD INDEPENDENT SCHOOL DISTRICT

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____,
2023, by Kimberley Cantu, Superintendent of Mansfield Independent School District.

Notary Public in and for the State of Texas