

## Regular Meeting

---

Notice is hereby given that on Tuesday, July 23, 2024, the Board of Education of the Fort Worth Independent School District will hold a Special Meeting beginning at 5:30 PM at the [Fort Worth ISD District Service Center 7060 Camp Bowie Boulevard](#), Fort Worth, Texas. This special meeting will be live streamed and archived on the [Fort Worth ISD's Live YouTube](#) channel and on the [FWISD Video on Demand](#) site found on the District's homepage. To access closed captioning during YouTube's live stream of the meeting, touch the screen or move the cursor over the video while it is playing and click the "CC" button. Live captioning is presently only available in English. Multiple-language captioning is available on the Fort Worth ISD LIVE YouTube archive. An electronic copy of the agenda is attached to this online notice. The subjects to be discussed or considered or upon which any formal action may be taken are listed on the agenda which is made a part of this notice. Items do not have to be taken in the order shown on this workshop notice. Members of the public may make a public comment in-person or by written statement.

The Guidelines for Public Comment were revised on the [Board of Education Webpage](#) and now include information regarding meeting decorum. Those individuals desiring to make a public comment may sign-up by calling 817-814-1920 by 4:00 PM the day of the special meeting and may sign-up at the special meeting location until 5:20 PM. Individuals desiring to make a public comment by written statement may email [boardmeetings-publiccomment@fwisd.org](mailto:boardmeetings-publiccomment@fwisd.org) by 12:00 PM the day of the special meeting. Written statements will be shared with the Board of Trustees prior to the special meeting and will not be read aloud during the special meeting. Per policy [BED\(LOCAL\)](#) at all Special Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, May 13, 2024.

### FORT WORTH INDEPENDENT SCHOOL DISTRICT

#### SPECIAL MEETING AGENDA

1. **5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM**
2. **PLEDGES, VISION, AND MISSION**
3. **PUBLIC COMMENT**
4. **PRESENTATIONS**
  - A. Fort Worth ISD Strategic Plan 2024-2029 Presentation  
*Presenter: Dr. Karen Molinar, Deputy Superintendent, Administrative Services*
  - B. Master Facility Planning Study - Middle School Update  
*Presenter: Kellie Spencer, Deputy Superintendent, District Operations*

**5. REPORTS**

- A. Public Notice of Federal Grant Applications Submitted between April 1, 2024 and June 30, 2024

Presenter: *Carmen Arrieta-Candelaria, Chief Financial Officer*

**6. BOARD COMMITTEE REPORT**

**7. SUPERINTENDENT REPORT**

**8. COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS**

**9. EXECUTIVE SESSION**

The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

- A. Seek the Advice of Attorneys (Texas Government Code §551.071)
- B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)
1. Executive Director of Learning and Leading
- C. Security Implementation (Texas Government Code §551.076)
- D. Real Property (Texas Government Code §551.072)

**10. CONSENT AGENDA ITEMS**

(Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.)

- A. Board of Education Meeting Minutes
1. June 11, 2024 Minutes
- B. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
1. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*
- a. Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2024-2025 School Year
2. *Talent Management, Woodrow Bailey III, Chief Talent Officer*
- a. Approve Agreement Between Fort Worth ISD and Texas Tech University For the Principal Fellows Program
3. *Safety and Security, Daniel Garcia, Executive Director*
- a. Approve Purchase of Physical Security Equipment, Licensing, and Services



- b. Approve Ratification of Security Patrol Service Provider for District Campuses and Administrative Facilities
- 4. *Accountability and Data Quality, Dr. Karen Molinar, Deputy Superintendent*
  - a. Approve Purchase of Online Assessment Item Bank
  - b. Approve Purchase of Assessment Coordination Software
  - c. Approve Renewal of Eduphoria Strive and Aware, and Related Services
- 5. *Leadership Academy Networks, Dr. Karen Molinar, Deputy Superintendent*
  - a. Approve Purchase of Online Learning Resources and Professional Development for Leadership Academy Network Schools for the 2024-2025 School Year
- 6. *Administrative Services, Dr. Karen Molinar, Deputy Superintendent*
  - a. Approve the Contract for a Data Governance Platform with K12 Service Navigator
- C. Learning and Leading Service Networks
  - 1. *Service Network #2, Charles Garcia, Associate Superintendent*
    - a. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
    - b. Approve Purchase of Cybersecurity Curriculum
 

How many students are enrolled in the Cyber-Security program?

**Response:** Thank you for the question about the Coherent Cybersecurity curriculum and the number of students in the program. When we look at current Focus data, there are 64 students in the Cybersecurity PTECH Academy at Eastern Hills and 43 students at Trimble Tech in Cybersecurity that are currently registered for a total of 107 students. However, campuses are currently putting in student schedules, so the above numbers are not fully accurate. To overcome this issue of not all students being registered currently at the campus level, we utilize progression plans (courses that students have requested but have not been entered into Focus yet). When we utilize progression plans, we utilize a 90% rule for students to move to the next level of the class. With this method, this equates to 185 students in the classes that will be in the programs over the course of the 24/25 school year (SY); however, not every class utilizes this cybersecurity curriculum. We have calculated that we need 160 licenses for this curriculum for all the Freshman, Sophomores, and Junior level classes to assist with industry-based certification prep during the 24/25 SY. If a license is not utilized in 24/25 SY, we will remain available for the 25/26 SY for FWISD usage.
    - c. Approve Purchase of Music Software Subscriptions
    - d. Approve Purchase of Music Instructional Materials
    - e. Approve Purchase of Art Instructional Materials and Professional Learning

- f. Approve Software System to Create, Monitor, and Evaluate Campus Improvement Plans and District Improvement Plans
  - g. Approve the Agreement Between the AVID Center and Fort Worth Independent School District for the 2024-2025 School Year
  - h. Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Related to Data Sharing
  - i. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College for Traditional Dual Credit Programs
  - j. Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources
  - k. Approve Renewal Agreement Addendum to the MOU Between FWISD and Service Provider for the P-TECH Academy at Eastern Hills High School
- Anne Darr: Should there be a renewal agreement addendum attached to this agenda item?

**Response:** Original Agreement with renewal addendum has been added.

- 2. *Service Network #3, Dr. Gracie Guerrero, Associate Superintendent*
  - a. Approve Renewal for the Purchase of the Curriculum Support Services Package TEKS Resource Subscription Through Region 11 for the 2024-2025 School Year
  - b. Approve Purchase of Supplementary Literacy Instructional Supports and Progress Monitoring Tool for Spanish Bilingual/ Dual Language Programming
  - c. Authorization to Purchase State Adopted Social Studies Instructional Materials
  - d. Approve Contract for the Professional Development of District Leaders
- 3. *Service Network #4, Dr. Tamekia Brown, Associate Superintendent*
  - a. Approve Application for General State Waivers for Pregnancy-Related Services on Campus Compensatory Education Home Instruction (CEHI)
  - b. Approve Contract For Social-Emotional Learning and Academic Curriculum to Increase Development For Students in Specialized Classrooms
  - c. Approve Contract to Provide Community-Based Supported Employment Training for Students with Moderate to Severe Disabilities
  - d. Approve Contract with Service Provider to Provide Mentoring and Other Support Services for the FWISD My Brother's Keeper & My Sister's Keeper (MBK/MSK) Student Leadership Programs for 2024-2025

Where is the end of the year comprehensive statistics showing success rates for the components of the program?

**Response:** The report is now attached. Due to a data transfer error, the report was accidentally omitted from the submission.

- e. Approve Memorandum of Understanding Between ESC Region 11 and Fort Worth Independent School District for Texas Instructional Leadership Training, Targeted Improvement Plans, and Effective Schools Framework Diagnostics
- f. Approve Purchase of Nonviolent Crisis Intervention and De-Escalating Training

Anne Darr: Who in the district is required to be CPI certified?

**Response:** Texas Administrative code (TAC §89.1053) regarding Procedures for Use of Restraint and Time-Out requires each campus to have at least three (3) staff members trained in the use of restraint and de-escalation. Fort Worth ISD utilizes Crisis Prevention Institute (CPI) Training Programs to meet this requirement. This team must include at least one (1) administrator and should include one (1) general education teacher and one (1) special education teacher likely to use restraint. In Fort Worth ISD, we also require all self-contained special education teachers and teaching assistants to be trained in CPI.

D. Operations, Kellie Spencer, Deputy Superintendent

1. *Technology, Ramesh Krishnamurthy, Chief Information Officer*

- a. Approve Ratification for Renewal of Semperis Active Directory (AD) Backup Software
- b. Approve Ratification for Purchase of Additional Device Licenses for Mosyle Mobile Device Management Software
- c. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment

2. *Facility Planning and Rental, Mike Naughton, Executive Director*

- a. Approve Agreement with University United Methodist Church for Visitor Parking for Paschal High School

The title notes that this is for visitor parking. The background identifies parking for "Students and Staff." Which is it or is it both?

**Response:** As Paschal HS has fewer parking spaces than called for by City code, the UUMC area is intended as general overflow for the campus to be assigned at the discretion of school leadership.

Anne Darr: Is this lot available during drop-off and pick-up times for the

Child Development Center that is housed at University United Methodist Church?

**Response:** For clarification, the rental property in question is the smaller lot at the corner of W Bowie St and Forest Park Blvd (not the main UUMC parking area and driveway adjacent to the church building). Staff at FWISD and UUMC are in regular communication - particularly when there is a planned event at the church that may impact parking availability and traffic in the area.

- b. Approve Month-To-Month Parking Lease Agreement with 210 East 7th Street for Young Women's Leadership Academy
- 3. *Capital Improvement Program, Kellie Spencer, Deputy Superintendent*
  - a. Approve Budgets and Transfer of Funds Within the 2021 Capital Improvement Program

## 11. ACTION ITEMS

- A. Item/Items Removed from Consent Agenda
- B. Personnel
  - 1. Executive Director of Learning and Leading
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent
  - 1. *Legal and District Records Management, Lynda Jackson, Senior Counsel*
    - a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - b. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - c. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
    - d. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Educator Certification Pursuant to Chapter 21 of the Texas Education Code
  - 2. *Administrative Services, Dr. Karen Molinar, Deputy Superintendent*
    - a. Approve the Fort Worth ISD 5 Year Strategic Plan
- D. Learning and Leading Service Networks
  - 1. *Service Network #1, Christine Renteria, Interim Associate Superintendent*
    - a. Approve the Purchase of School Supplies for Elementary Schools for the 2024-2025 School Year
  - 2. *Service Network #2, Charles Garcia, Associate Superintendent*

- a. Approve OnRamps Agreement for the 2024-2025 School Year
  - b. Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement
3. *Service Network #4, Dr. Tamekia Brown, Associate Superintendent*
- a. Approve the 2024-2025 Student Code of Conduct

In definitions: **Prohibited weapon** definition does not include long guns or regular ammunition. Where in our definitions do we prohibit rifles over 26" or regular, non-armor piercing ammunition? We do include both **federal and state law descriptions** of firearms. How can this be more clearly defined to make it clear that all firearms are prohibited/?

**Response:** The specific items mentioned (rifles, long-guns, regular ammunition) do not fall under the category of "prohibited weapons" as defined by law, and as a result, are not listed in that provision of the SCOC. Rifles and long-guns do fall under the definition of "firearms" which is separately addressed on page 41 of the SCOC and specifically defined on page 53. Additionally, regular ammunition is included in the list "prohibited items" and separately addressed on page 21 of the SCOC.

**Intimate Visual Material:** We state as a level 1 offense that material that is sexually oriented, pornographic, obscene, or reveals a person's private body parts. We are prohibiting this, but we allow books in our school libraries that have the same graphic content?

**Response:** School Library books are reviewed under Board Policy EFB for educational value and grade-level appropriateness. This provision of the Student Code of Conduct is designed to address material that is not reviewed and/or approved by the District.

In this document, we leave consequences for level one offenses to the principal or their designee, so there are inequities between campuses and sometimes even on individual campuses with consequences. How do you enforce a discipline policy that impacts every student (with exceptions for special needs students) equally?

**Response:** All administrators are being trained on District policies and procedures regarding student discipline. The training will be ongoing throughout the school year. Student Discipline and Placement will be working collaboratively with the Executive Directors over the campuses to monitor school discipline trends to ensure consistency and cohesiveness across the District. Please note that all administrators must take into consideration mitigating factors, as outlined in Chapter 37 of the Texas Education Code, when implementing discipline. As a result, there may be some differences in the disciplinary action taken in each individual case.

- b. Approve Authorization to Negotiate and Award for Contracted Services for Diagnosticians, Occupational, Physical, Speech Language, and Music Therapy for Students with Special Needs
- E. Operations, Kellie Spencer, Deputy Superintendent
  - 1. *District Operations, Mike Naughton, Executive Director*
    - a. Approve Board Resolution and Contract of Sale to Purchase Lot 2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County, Texas, Known as 4905 Benbrook Highway, Fort Worth, Texas 76116
    - b. Approve Board Resolution and Contract of Sale to Purchase Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas, Known as 3200 Pecos Street, Fort Worth, Texas 76119
    - c. Approve Board Resolution and Contract of Sale to Purchase Lot 5 Block 22 of Ryan's Southeast Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, Known as 1356 E. Robert Street, Fort Worth, Texas 76104
  - 2. *Capital Improvement Program, Kellie Spencer, Deputy Superintendent*
    - a. Approve Authorization to Enter Into a Contract for Job Order Contract General Contracting Services for Applied Learning Academy in Conjunction with the 2021 Capital Improvement Program
    - b. Approve Authorization to Enter Into a Contract for Job Order Contract General Contracting Services for Trimble Technical High School in Conjunction with the 2017 Capital Improvement Program

**12. ADJOURN**

July 3, 2024

## Public Notice of Federal Grant Applications

In compliance with the revised CB(Local) adopted and implemented in July/August 2023, the District is to provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website.

The following is the list of federal grants from April 1, 2024, through June 30, 2024.

Grant Name	Status	Funder	Amount	Project Start	Project End
2024-2026 Effective Schools Framework Focused Support Grant	Submitted	TEA	\$1,300,000	7/1/2024	9/30/2026
2024-2025 Perkins V: Strengthening Career and Technical Education for the 21st Century	Submitted	TEA	\$916,343	7/1/2024	8/15/2025
2024-2025 Texas Education for Homeless Children and Youth	Submitted	TEA	\$197,356	9/1/2024	8/31/2025



**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:      BOARD COMMITTEE REPORT**

**BACKGROUND:**

Fort Worth ISD's (FWISD) Trustees serve on nine (9) committees. The members of each committee are:

Finance

Quinton Phillips\*  
Tobi Jackson  
Anael Luebanos  
Dr. Michael Ryan

Facilities

Dr. Camille Rodriguez\*  
Tobi Jackson  
Kevin Lynch  
Dr. Michael Ryan

Legislative

Camille Rodriguez

Racial Equity

Quinton Phillips\*  
Wallace Bridges  
Roxanne Martinez

After-School Coordinating Board

Roxanne Martinez\*  
Quinton Phillips  
Wallace Bridges

Safety and Security

Dr. Camille Rodriguez\*  
Tobi Jackson  
Roxanne Martinez  
Dr. Michael Ryan

Board Audit

Anne Darr\*  
Anael Luebanos  
Kevin Lynch

Educational Services

Anne Darr\*  
Wallace Bridges  
Anael Luebanos  
Roxanne Martinez

Policy

Wallace Bridges\*  
Quinton Phillips  
Anne Darr

*\* Denotes Committee Chair*

The superintendent and key personnel with specific expertise in each area provide logistical and technical assistance to the respective Board committees.

This report serves the purpose of providing additional transparency on Board committees. The legislative and safety and security committees recently met.

**STRATEGIC GOALS:**

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student and Customer-Centered



**Facilities Committee:**

The Facilities Committee met on Tuesday, July 2, 2024. In attendance were Trustees Dr. Camille Rodriguez (Chair), Tobi Jackson, Kevin Lynch, and Dr. Michael Ryan. Also present were Kellie Spencer, Dr. Karen Molinar, Carmen Arrieta-Candelaria, Carl Alfred, Mike Naughton, and Vanessa Chavarria.

**Key Highlights:**

On Tuesday, June 25, 2024, Trustees elected to remove construction items from the agenda for campuses previously being considered for consolidation. Members of the Board Facilities Committee convened for a meeting to discuss these consolidation opportunities once again on Tuesday, July 2, 2024.

During the meeting, Trustees provided direction for moving forward. At the Regular Board Meeting scheduled for Tuesday, July 23, 2024, Trustees requested a presentation including data from the Facility Master Plan study and options for consolidation of campuses within the Paschal, Polytechnic, and North Side pyramids. Trustees indicated that consolidation items are to be presented for a vote at the Board Meeting on Tuesday, August 27, 2024.

The next Facilities Committee meeting will be held on Wednesday, August 7, 2024.

**INFORMATION SOURCES:**

Dr. Angélica M. Ramsey, Superintendent  
Kellie Spencer, Deputy Superintendent of Operations

**REPORT ONLY AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **SUPERINTENDENT UPDATE**

**BACKGROUND:**

I have several updates this month to share with our Board and community, including this report to add a level of transparency.

**STRATEGIC GOAL:**

- 1 - Increase Student Achievement
- 2 - Improve Operational Effectiveness and Efficiency
- 3 - Enhance Family and Community Engagement
- 4 - Develop a Workforce that is Student & Customer-Centered

**District/Community Events**

Since our last board meeting, I've actively participated in several impactful events:

- 1. **Harvard Public Education Leadership Project (PELP)** – The cabinet and I attended the Harvard PELP Summer Institute. PELP is a Joint Venture between Harvard Business School and Harvard Graduate School of Education that started 20 years ago to strengthen the leadership and management competencies of leaders in large urban school districts in the US.
- 2. **Councilwoman Jeanette Martinez** – I met with Councilwoman Jeannette Martinez of District 11.
- 3. **System of Great Schools (SGS) Connection** – I met with TEA and their SGS team to review upcoming work on our SGS.

These engagements reflect our commitment to fostering strong community relationships and ensuring the success of our students and schools within FWISD.

**INFORMATION SOURCE:**

Dr. Angélica M. Ramsey, Superintendent

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE BOARD OF EDUCATION MEETING MINUTES**

**BACKGROUND:**

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting. Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

In order to maintain compliance with Chapter 551 of the Texas Government Code and the Texas Open Meetings Act, the Board must approve each set of minutes presented. Upon approval, the minutes can then be made available to the public as an official record of a given meeting.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Board of Education Meeting Minutes
2. Decline to Approve Board of Education Meeting Minutes
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board of Education Meeting Minutes

**FUNDING SOURCE:**        **Additional Details**

No Cost

Not Applicable

**COST:**

No Cost

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Board of Education

**RATIONALE:**

Approval of the attached Board of Education minutes allows the District to provide the public with an official record of any given meeting.

**INFORMATION SOURCE:**

Toni Cordova, Chief of Governance and Strategic Communications

MINUTES OF THE MEETING  
OF  
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on June 11, 2024.

The following is a copy of the Meeting Notice and Return which is submitted and filed as a matter of record.

MEETING NOTICE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on June 11, 2024 that the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 5:30 p.m. at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Under the authority of Texas Government Code, Section 551.001, et seq., the Board, during the course of the meeting covered by this notice, may enter into closed or executive session for any of the following reasons:

1. To consult with the Board's attorney with respect to pending or contemplated litigation, or settlement offers, or on matters where the attorney's duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Laws. Sec. 551.071
2. To discuss the purchase, exchange, lease, or value of real property. Sec. 551.072
3. To discuss negotiated contracts for prospective gifts or donations. Sec. 551.073
4. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against a public officer or employee, unless such officer or employee requests a public hearing. Sec. 551.074
5. To consider the deployment, or specific occasions for implementation, of security personnel or devices. Sec. 551.076
6. To deliberate a case involving discipline of a public school child or children, unless an open hearing is requested in writing by a parent or guardian of the child; or to deliberate a case in which a complaint or charge is brought against an employee of the District by another employee and the complaint or charge directly results in a need for a hearing, unless the employee complained of or charged requests an open hearing. Sec. 551.082
7. To exclude a witness from a hearing during the examination of another witness in an investigation when the Board is investigating a matter. Sec. 551.084

All final votes, actions, or decisions on any matter discussed in closed or executive session shall be taken or made in open session.

This notice was posted and filed in compliance with the Open Meetings Law on June 6, 2024 at 4:00 p.m.

/s/ Cynthia Calderon  
Coordinator  
Board of Education

#### RETURN OF THE MEETING JUNE 11, 2024

I, Cynthia Calderon of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 6, 2024, at the Fort Worth ISD District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on June 6, 2024.

/s/ Cynthia Calderon  
Coordinator  
Board of Education

---

The following Board Members were present:

School Board President Dr. Camille Rodriguez, District 1  
First Vice President Anne Darr, District 6  
Second Vice President Roxanne Martinez, District 9  
School Board Secretary Anael Luebanos, District 8  
Trustee Tobi Jackson, District 2  
Trustee Quinton Phillips, District 3  
Trustee Wallace Bridges, District 4  
Trustee Kevin Lynch, District 5  
Trustee Dr. Michael Ryan, District 7

The following administrators were present:

Dr. Angélica M. Ramsey, Superintendent  
Dr. Karen Molinar, Deputy Superintendent  
Kellie Spencer, Deputy Superintendent  
Toni Cordova, Chief of Governance and Strategic Communications  
Carmen Arrieta-Candelaria, Chief Financial Officer  
Ramesh Krishnamurthy, Chief Technology Officer  
Lynda Jackson, General Counsel

1. 5:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM

School Board President, Dr. Camille Rodriguez called the meeting to order at 5:30 p.m.

2. PUBLIC COMMENT

No speakers

3. PRESENTATION

A. 2024 –2025 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Services Fund Presenters: Carmen Arrieta-Candelaria, Chief Financial Officer

Chief Financial Officer, Carmen Arrieta-Candelaria, gave the *2024-2025 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Services Fund Presentation*.

4. CALL PUBLIC HEARING TO ORDER

A. Public Hearing to Discuss the 2024–2025 Budgets for the General Fund, Debt Services Fund, and Child Nutrition Services Fund

School Board President, Dr. Camille Rodriguez called the Public Hearing to order.

B. Public Comment to Discuss the 2024–2025 Budgets for the General Fund, Debt Services Fund, and Child Nutrition Services Fund

No public speakers.

5. CLOSE PUBLIC HEARING

School Board President, Dr. Camille Rodriguez closed the Public Hearing.

The meeting was recessed to move into Executive Session at 6:35 p.m.

6. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

A. Seek the Advice of Attorneys (Texas Government Code §551.071)

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including but Not Limited to Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 9:52 p.m.

7. ACTION ITEMS

A. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

1. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer

a. Approve Adoption of Proposed 2024-2025 Budgets for the General Fund Debt Service, and Child Nutrition Fund

Motion was made by Anne Darr, seconded by Quinton Phillips.

The motion was approved.

Yes: Anael Luebanos, Anne Darr, Dr. Camille Rodriguez, Dr. Michael Ryan, Quinton Phillips, Roxanne Martinez, Tobi Jackson, and Wallace Bridges.

No: Kevin Lynch

8. ADJOURN

The meeting was adjourned at 9:53 p.m.

/s/ Cynthia Calderon  
Coordinator  
Board of Education

Video of the meeting is available on the Board of Education website at <http://www.fwisd.org>



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**       **APPROVE CONTRACT RENEWALS FOR ONDATA SUITE AND TEXAS STUDENT DATA SYSTEM (TSDS) FOR THE 2024-2025 SCHOOL YEAR**

**BACKGROUND:**

The Fort Worth Independent School District contracts annually with the Education Service Center (ESC), Region 11, for OnData Suite and Texas Student Data System (TSDS) to support the Public Education Information Management System (PEIMS) and TSDS submissions required by the Texas Education Agency (TEA). The contract term is for September 1, 2024 – August 31, 2025.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2024-2025 School Year
2. Decline to Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2024-2025 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract Renewals for OnData Suite and Texas Student Data System (TSDS) for the 2024-2025 School Year.

**FUNDING SOURCE:**

***Additional Details***

General Fund	199-53-6399-402.....\$46,189.00
	199-31-6239-402.....\$10,820.00

**COST:**

\$57,009.00

**VENDOR:**

ESC Region 11

**PURCHASING MECHANISM:**

Interlocal Agreement

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District-Wide

**RATIONALE:**

Approval of this item will support the review, analysis and submission of the required PEIMS and TSDS Core Collections by TEA.

**INFORMATION SOURCE:**

Carmen Arrieta-Candelaria, Chief Financial Officer

Estimate

Date	Estimate #
3/1/2024	5505-B

District is instructed to send Purchase Order to ESC11 via email to contacts below. Purchase Order should be made out to "Region 11 ESC".  
Stephanie Smelley - ssmelley@esc11.net  
Kim Spaulding - kim@ondatasuite.com

Name / Address
Fort Worth ISD 100 N. University Dr. Fort Worth, TX 76107



Providers of:



			Fort Worth ISD
Description	Qty	Rate	Total
OnDataSuite Software annual licensing fee. District student enrollment greater than 10,000. Annual licensing fee is based on total student enrollment X \$.65 per student. Most recent student enrollment number is taken from T.E.A. Ask Ted Website. ( <a href="http://mansfield.tea.state.tx.us/tea.askted.web/Forms/Home.aspx">http://mansfield.tea.state.tx.us/tea.askted.web/Forms/Home.aspx</a> )  Region 11 ESC  Fort Worth ISD 220-905  Enrollment as of October 2023: 71,060 71,060 x \$.65 = \$46,189.00  Access Period: September 1, 2024 through August 31, 2025  Includes hosting and unlimited user accounts.  Quote sent to: Melissa Johnson (melissa.johnson1@fwisd.org) & Rhonda Fields (honda.fields@fwisd.org)		46,189.00	46,189.00
		<b>Subtotal</b>	\$46,189.00
		<b>Sales Tax (0.0%)</b>	\$0.00
		<b>Total</b>	\$46,189.00



**FORT WORTH ISD Contract Summary for**  
**TSDS (PEIMS, TIMS, UID, Core Collections) <sup>v13</sup>**  
**Enrollment Period: 09/01/2024 - 08/31/2025**

**Last Year Enrollment: 71060**

TSDS (PEIMS, TIMS, UID, Core Collections)

Adjustment

Total:

Answer	Price
	\$10,820.00
	<b>\$10,820.00</b>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE AGREEMENT BETWEEN FORT WORTH ISD AND TEXAS TECH UNIVERSITY FOR THE PRINCIPAL FELLOWS PROGRAM**

**BACKGROUND:**

The Texas Education Agency in the Fall of 2024 opened up the grant opportunity for the 2024-2025 Principal Residency Grant, Cycle 7. FWISD chose to apply and we were 15 out of 48 districts to receive an award. The main purpose of the grant is to provide FWISD an opportunity to increase the number of well-prepared diverse instructional leaders by building sustainable leadership pipelines and growing quality principal residency programs.

The grant requires we partner with an effective principal educator preparation program that provides residents with course content focused on best practices in campus leadership. We have chosen to partner with Texas Tech University (TTU) to provide a 15-month Principal Fellows Program. The grant will allow us to collaborate together to work with six current campus leaders who aspire to become principals. Those selected to be part of our Principal Fellows Program will be enrolled in a 15-month TTU graduate program where they will earn a Master's in Education Administration with Principal Certification. As part of the program, those selected will serve a year-long residency as a Principal Fellow during the 2024-2025 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Agreement with Fort Worth ISD and Texas Tech University for the Principal Fellows Program
2. Decline to Approve Agreement with Fort Worth ISD and Texas Tech University for the Principal Fellows Program
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Agreement with Fort Worth ISD and Texas Tech University for the Principal Fellows Program.

**FUNDING SOURCE:**        *Additional Details*

Special Revenue      255-23-6119  
General Fund

**COST:**

Cycle 7 Grant:      \$450,000  
General Fund:      \$176,500

**VENDOR(S)/PROVIDER(S):**

Texas Tech University

**PURCHASING MECHANISM:**

Not a Purchase

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Fort Worth ISD Campus Leaders

**RATIONALE:**

TEA requires a Board approved agreement with Texas Tech University as part of the Cycle 7 Principal Residency Grant requirements.

**INFORMATION SOURCE:**

Woodrow W. Bailey III, Chief Talent Officer

**Agreement  
between  
Fort Worth I.S.D.  
and  
Texas Tech University**

This Agreement, by and between Fort Worth I.S.D. (hereinafter referred to as “SPONSOR”), whose principal place of business is 7060 Camp Bowie Blvd, Fort Worth, TX 76116, and Texas Tech University (hereinafter referred to as “TTU”), a Texas state institution of higher education whose principal place of business is 2625 Memorial Circle, Lubbock, TX 79409, is for the following purpose:

Whereas, SPONSOR is the recipient of the following award (hereinafter referenced to as the “Prime Award” and attached hereto as Exhibit A):

Prime Award:	Principal Residency Grant Cycle 7
Prime Award Sponsor:	Texas Education Agency
Project Title:	Principal Fellows Program
SPONSOR Principal Investigator:	Woodrow Bailey
TTU Principal Investigator:	Fernando Valle

and whereas, said Prime Award involves an approved collaborative effort between SPONSOR and TTU, and TTU has agreed to use its personnel, facilities, and reasonable efforts in the performance of the work; therefore, the parties mutually agree as follows:

**ARTICLE 1. SCOPE OF WORK**

TTU shall supply all the necessary personnel, equipment, and materials (except as otherwise may be provided herein) to accomplish the tasks set forth in the attached Scope of Work, marked Exhibit B, which by this reference is incorporated herein.

**ARTICLE 2. PERIOD OF PERFORMANCE**

The term of this Agreement shall commence April 24, 2024 and terminate August 31, 2025, unless otherwise extended by mutual written agreement of the parties.

**ARTICLE 3. LIMITATION ON COSTS**

The total cost of performing the tasks under Article 1 of this Agreement will not exceed \$53,388.00. SPONSOR shall not, in the absence of a modification hereto, be obligated to reimburse TTU for costs that are in excess of the total amount specified in this Article.

The budget for which TTU has based this support is detailed in Exhibit C.

**ARTICLE 4. SPONSOR PRINCIPAL INVESTIGATOR**

Woodrow Baily, as the SPONSOR Principal Investigator of the project and representative of SPONSOR, shall have the overall responsibility of the technical, scientific, and programmatic aspects of the project funded by the Project Sponsor. Any changes to the Scope of Work shall require an amendment, signed by both parties, to this Agreement.

## **ARTICLE 5. TTU PRINCIPAL INVESTIGATOR**

The Principal Investigator representing TTU for the purpose of technical direction in accordance with Article 1 shall be Dr. Fernando Valle. A change in the designated TTU Principal Investigator shall require the prior written approval of SPONSOR and the TTU Principal Investigator.

## **ARTICLE 6. USE OF FUNDS**

TTU is responsible for ensuring that costs charged to this Agreement (1) benefit the Scope of Work being funded, (2) are consistent with the Project Sponsor's terms and conditions of the Prime Award, and (3) are allowable, allocable, and reasonable under federal cost principles.

## **ARTICLE 7. PRIOR APPROVALS**

Written requests made by either Party for cost or other administrative prior approvals, required by the provisions set forth by this Agreement, shall be signed by both Parties' Authorized Representative and shall be submitted to TTU's Authorized Representative, who will initiate the appropriate action required.

## **ARTICLE 8. TERMS OF PAYMENT**

No later than 60 days after the Agreement is fully executed, TTU shall submit an invoice for the full award amount to the SPONSOR's Financial contact at the following email addresses:

Carmen Arrieta-Candelarria  
[carmenarrietacandel@fwisd.org](mailto:carmenarrietacandel@fwisd.org)

Invoice shall be paid no later than 60 days of receipt of invoice.

## **ARTICLE 9. REPORTING REQUIREMENTS**

An annual progress report shall be submitted to Sponsor's Principal Investigator not later than sixty (60) days beyond the termination date of this Agreement.

## **ARTICLE 10. CONDITIONS OF AWARD**

SPONSOR and TTU agrees to comply with the provisions set forth by the Project Sponsor's Terms and Conditions of Award, incorporated herein as Exhibit A.

## **ARTICLE 11. AUDIT**

TTU agrees to maintain books, records, and documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Agreement for three (3) years from the Project end date.

## **ARTICLE 12. EQUIPMENT ACCOUNTABILITY**

Inventory accountability and disposition of equipment will be in accordance with the Project Sponsor's policy. Upon termination of the project, SUBRECIPIENT's need for any equipment acquired under this Agreement shall be taken into account when determining disposition of title.



### **ARTICLE 13. INTELLECTUAL PROPERTY AND PUBLICATIONS**

The results and data developed by this collaborative effort, if jointly developed, will be jointly owned by the parties, and if developed solely by one party, will be owned solely by that party. Each party grants to the other party a non-exclusive, royalty-free license to use the results and data developed solely by each other, provided that each party uses such results and data only for its own internal research and educational purposes. The parties agree to negotiate in good faith in the event that either requests a license for commercial purposes.

There will be no restrictions on the joint publications of part or all of the data and/or discoveries made.

### **ARTICLE 14. PUBLICITY**

No publicity matter having or containing reference to the other party to this Agreement or in which the name of the other party is mentioned shall be made use of until written approval has first been obtained by the party making use of the other party's name.

SPONSOR acknowledges that TTU must comply with the Texas Open Records Act.

### **ARTICLE 15. DEBARMENT/EXCLUSION**

TTU certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

### **ARTICLE 16. TERMINATION**

In the event of termination of the Prime Award, this Agreement shall be automatically terminated as of the termination date of the Prime Award. Additionally, either party shall have the right to terminate this Agreement by giving thirty (30) days' written notice of intent to terminate to the other party's Authorized Representative. TTU will be reimbursed for any noncancelable obligations properly incurred up to the date of notice of termination.

### **ARTICLE 17. REPRESENTATION**

Representatives of the parties for this Agreement are as follows:

#### **A. For TTU**

I. Principal Investigator  
Dr. Fernando Valle  
Educational Psychology, Leadership & Counseling  
Texas Tech University  
Education 105  
Lubbock, TX 79409-  
Telephone: (806) 834-3670  
Email: F.valle@ttt.edu

II. Financial Contact  
Sarah Cody, CRA  
Managing Director  
Texas Tech University

Accounting Services  
Box 41105  
Lubbock, TX 79409-1105  
Telephone: (806) 742-2970  
Email: [ora@ttu.edu](mailto:ora@ttu.edu)

III. Authorized Representative  
Kellee Smith  
Assistant Managing Director  
Office of Research Services  
Texas Tech University  
Box 41035  
Lubbock, TX 79409-1305  
Telephone: (806) 742-3884  
Email: [ors.awardservices@ttu.edu](mailto:ors.awardservices@ttu.edu)

#### B. For SUBRECIPIENT

I. Subrecipient Investigator  
Woodrow Bailey  
Chief Talent Management  
7060 Camp Bowie Blvd.  
(817)814-2723  
[Woodrow.bailey@fwisd.org](mailto:Woodrow.bailey@fwisd.org)

II. Financial Contact  
Carmen Arrieta-Candelaria  
Chief Financial Officer  
7060 Camp Bowie Blvd.  
(817)814-2281  
[Carmen.arrietaacandel@fwisd.org](mailto:Carmen.arrietaacandel@fwisd.org)

III. Authorized Representative  
Carmen Arrieta-Candelaria  
Chief Financial Officer  
7060 Camp Bowie Blvd.  
(817)814-2281  
[Carmen.arrietaacandel@fwisd.org](mailto:Carmen.arrietaacandel@fwisd.org)

#### **ARTICLE 18-DISPUTE RESOLUTION**

TTU will use the Texas Government Code, Chapter 2260's dispute resolution process to attempt to resolve any claim for breach of contract arising under this Agreement that is not resolved in the ordinary course of business.

TTU does not waive sovereign immunity by its execution of or by any conduct of its representatives under this agreement, and the dispute resolution process does not affect TTU's right to assert all claims and defenses in a lawsuit.

ARTICLE 19-GOVERNING LAW

This Agreement will be governed and construed in accordance with the laws of the State of Texas. Venue for any claim arising under this agreement will be the state courts of Lubbock County, Texas.

ARTICLE 20-AGREEMENT MODIFICATION

An amendment to change the terms of this Agreement will be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of both parties. The contract period may be extended by mutual agreement of parties, which may be communicated by email/letter, and will not require a formal modification of the Agreement.

Accepted for  
Fort Worth Independent School District:

DocuSigned by:  
*Carmen Arrieta-Candelaria*  
-67DE5CEE65CE4F9...  
Carmen Arrieta-Candelaria  
Chief Financial Officer

7/14/2024

Date

Accepted for  
Texas Tech University:

Digitally signed by Kellee  
Smith  
Date: 2024.07.09  
14:08:37 -05'00'  
Kellee Smith  
Assistant Managing Director, ORS

7/9/24

Date

## **Exhibit A**

### **Project Sponsor's Terms and Conditions of Award**

1. The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this LOI will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
2. The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
3. The applicant provides assurance to adhere to all the Statutory and TEA Program requirements as noted in the 2023-2024 Principal Residency Grant Cycle 6 Program Guidelines.
4. The applicant provides assurance to adhere to all the Performance Measures, as noted in the 2023-2024 Principal Residency Grant Cycle 6 Program Guidelines, and shall provide to TEA, upon request, any performance data necessary to assess the success of the program.
5. The applicant provides assurance that they accept and will comply with [Every Student Succeeds Act Provisions and Assurances](#) requirements.
6. The applicant assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines.
7. LEA assures that the principal residency is full-time and at least one year in length.
8. LEA assures that residents have no more than two hours per day of significant classroom responsibilities.
9. LEA assures that residents do not hold a principal certification in the state of Texas.
10. LEA assures that residents will receive ongoing support from an effective mentor principal or school leader who ensures the resident is exposed to substantial leadership opportunities.
11. LEA assures that all mentor principals, district managers of the Principal Residency Grant, and EPP representatives managing resident's on- site coaching will be present at TEA Principal Residency Summer Institute in Summer 2024.
12. LEA assures that partner principal EPP provides residents with a full-time residency experience including certification; evidence-based coursework; opportunities to practice and be evaluated in a school setting; and consistent coaching and evaluation with a minimum of six sessions per year.
13. LEAs and EPPs must utilize *Principal Residency Grant Fidelity of Implementation Rubric for LEAs* and *Principal Residency Grant Fidelity of Implementation Rubric for EPPs* to design and implement residency.
14. If preliminarily selected for award, LEA assures they will select their EPP per their compliant procurement policies and procedures and will develop an MOU with the EPP and submit it to [kyla.jaramillo@tea.texas.gov](mailto:kyla.jaramillo@tea.texas.gov) for approval.
15. LEA assures it will choose from the list of approved EPP providers. An approved provider list is posted on the [TEA Grant Opportunity page](#), with all documents pertaining to the RFA.

16. If preliminarily selected for award, LEA agrees that the full grant award will not be released until TEA staff have concluded the negotiation process and verified that an approved EPP provider was selected and the MOU contains all the required elements, including the following:

- a) Courses that are designed to develop leader competencies including the Texas 268 Identified Integrated Pillars: Communication with Stakeholders; Diversity and Equity; Professional Development; Curriculum Alignment; Hiring, Selection and Retention; School Vision and Culture; Data-Driven Instruction; Observation and Feedback; Strategic Problem Solving,
- b ☐ ☐ Course designs that explicitly connect course content, authentic leadership opportunities of residency, resources and materials, and course assessment measures,
- c) Residency design provides candidates with performance assessments of best practices for use in reflecting upon and refining specific competencies being developed,
- d) Residency design includes structured authentic leadership opportunities in which residents apply new learning and become familiar with various real-world contexts,
- e) Residency design utilizes formative feedback, provided to the resident at least on a weekly basis, as an essential tool in guiding learning toward objectives and formative and summative goals, and
- f) Residency design that uses differentiated methods to develop leader competencies.

Texas Education Agency

NOGA ID: 246945677110006

Organization: FORT WORTH ISD

County-District: 220905

Vendor ID: 1- 756001613

Campus/School: Not Applicable

ESC Region: 11

School Year: 2024


Notice of Grant Award

SAS # A599-24

Amendment Number:

Name of Grant Program	Far Fund Code	Far Rev Code	Fed Awd # /CFDA #	Federal Aid Agency	TEA USE only	Begin Date	End Date	Increase (Decrease)	Amount
2024-2025 PRINCIPAL RESIDENCY GRANT CYCLE 7	255	5929	S367A230041 84.367A	USDE	69452467	02/16/2024	08/31/2025	\$0.00	\$525,000.00
NOGA Total:									\$525,000.00

An amount of ~~(\$0.00)~~ has been reserved for the Notice of Grant Award. For more information, please contact the funding contact listed on the TEA Grant Opportunities page.

Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID[701-23-127-011]as revised or negotiated by the Texas Education Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the application, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the sub grantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.		Approval ID of the Commissioner of Education or Designee Texas Education Agency	Date
Offer Accepted by Grantee			
The signature of the applicant's authorized officer contained on the applicant's application or amended application referred to above, is hereby incorporated by reference and made a part of this grant/award.			
		02/16/2024	

Texas Education Agency  
**Supplement to Notice of Grand Award (NOGA)**

<b>1</b>	<b>Subrecipient Name:</b> FORT WORTH ISD 100 N. UNIVERSITY FORT WORTH TX 76107-1360	<b>2</b>	<b>Subrecipient Unique Entity Identifier:</b> UEI: TPSZHZCFZJM1  Vendor ID: 1- 756001613  County District (CDN): 220-905
<b>3</b>	<b>Subrecipient Information</b>		
	Grant Name:	2024-2025 PRINCIPAL RESIDENCY GRANT CYCLE 7	
	Subaward period of performance start and end date:	See NOGA certificate	
	Amount of federal funds obligated by this action:	See NOGA certificate	
	Total amount of federal funds awarded:	See NOGA certificate	
	Indirect cost rate:	4.529%	
	De minimis indirect cost rate:	Not Applicable	
	Research and development grant:	Not Applicable	
<b>4</b>	<b>Subrecipient Terms and Conditions</b> (1) New EDGAR including 2 C.F.R. Part 200 applies.  (2) Grant program requirements (a) Incorporated by reference in General and Fiscal Guidelines (b) Incorporated by reference in Program Guidelines (c) Incorporated by reference in General Provisions and Assurances (d) Incorporated by reference in Program-Specific Provisions and Assurances (if applicable)  (3) Additional requirements Incorporated by reference in the To The Administrator Addressed correspondence sent to grantee as applicable  (4) Access to subrecipient records Per 2 CFR §200.332, The subrecipient must permit TEA as the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for TEA to meet the requirements of this section.  (5) Closeout of subaward (a) Incorporated by reference in General and Fiscal Guidelines (b) Incorporated by reference in NOGA transmittal letter		
<b>5</b>	<b>Name of Pass-Through Entity</b> Texas Education Agency	<b>6</b>	<b>Contact Information for TEA Awarding Official</b> See NOGA certificate
<b>7</b>	<b>Federal Award Information</b>		
	Federal awarding agency:	USDE	
	Federal award identification number:	See NOGA certificate	
	CFDA number:	See NOGA certificate	
	CFDA name:	Supporting Effective Instruction State Grants (formerly Improving Teacher Quality State Grants)	
	Federal award date:	July 1, 2023	
	Total amount of federal award:	\$ 235,928,923.00	
<b>8</b>	<b>Federal Award Project Description</b> Incorporated by reference in program guidelines		

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE PURCHASE OF PHYSICAL SECURITY EQUIPMENT,  
LICENSING, AND SERVICES**

**BACKGROUND:**

For the 2024-2025 fiscal year, the District Operations Department plans to engage selected vendors, acquired via purchasing cooperatives and other sanctioned methods, for the procurement of camera and access control equipment and installation services needed by the Safety and Security Department. The purchases aim to maintain and improve the District's Physical Security systems. These purchases are not tied to a specific project but cater to the ongoing security requirements throughout the academic year at various facilities. The Department requests a maximum budget of \$400,000, reflecting prior yearly expenses.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Physical Security Equipment, Licensing, and Services
2. Decline to Approve Purchase of Physical Security Equipment, Licensing, and Services
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Physical Security Equipment, Licensing, and Services

**FUNDING SOURCE:**      **Additional Details**

TRE	198-52-6396-390
	198-52-6399-390
	198-52-6299-390
	198-52-6398-390

**COST:**

Not-to-Exceed \$400,000

**VENDOR(S)/PROVIDER(S):**

Digi Security Systems – TIPS Contract #230101  
Mobile Communications America – DIR-CPO-4494



**PURCHASING MECHANISM:**

Cooperative Agreement

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Districtwide

**RATIONALE:**

Approving equipment, licensing, and services for Safety and Security Physical Security systems ensures that Safety and Security can respond quickly to new physical security needs as they arise and ensure the operational status of current equipment.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:      APPROVE RATIFICATION OF SECURITY PATROL SERVICE PROVIDER FOR DISTRICT CAMPUSES AND ADMINISTRATIVE FACILITIES.**

**BACKGROUND:**

Fort Worth ISD contracts for unarmed security patrol services for its school campuses and its other facilities. Services provided includes the security guards, fuel and vehicles for night patrol of our schools during the school year and during the summer months when campuses are mostly unoccupied, 24-hour patrolling of campuses. In addition, they also provide standing guards for facilities including the campuses, administration, transportation and warehouse and other administrative facilities on an as-needed basis.

Six companies responded to the RFP with prices ranging from \$24 per hour to \$30 per hour for patrolling services. After evaluating the proposals based on price, reputation, capacity and others, Jet Security has been selected as the vendor for RFCSP #23-090. The estimated total annual cost not to exceed \$728,100. Dates of service being awarded are from July 1, 2024 through June 30, 2025, with the option to extend for three (3) additional years in one (1) year increments.

A ratification is necessary due to the delay with the contract from Jet Security whose services started on July 1, 2024.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Security Patrol Service Provider for District Campuses and Administrative Facilities
2. Decline to Approve Security Service Provider for District Campuses and Administrative Facilities
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Security Patrol Service Provider for District Campuses and Administrative Facilities

**FUNDING SOURCE:**      *Additional Details*

General Fund

199-52-6299-390

**COST:**

Not to exceed, \$728,100

**VENDOR(S)/PROVIDER(S):**

Jet Security

**PURCHASING MECHANISM:**

Competitive Solicitation

*Solicitation - Bid Summary / Evaluation*  
*RFP #23-090 Safety Security Patrol Services*

*Bid/Proposal Statistics*

Bid Number: 23-090

Number of Bid/Proposals received: 6

HUB Firms: 1

Compliant Bids: 5

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All schools and administrative facilities

**RATIONALE:**

Contracting security patrol services helps to ensure District property is monitored and secure, thus improving operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

## PROPOSAL PRICING

**Note:** This proposal form must be used for proposal to be considered. Please print your responses VERY CLEARLY.

**Note: Make sure you read Section VII – Special Terms & Conditions/Proposal Specifications before filling in the proposal pricing information.**

Fully Uniformed, Unarmed, Radio/Telephone and Vehicle – Patrol Schedule		
A		
	Description	Cost
1.	<p>Four (4) Patrol Guards, Fully Uniformed, Unarmed, One (1) Supervisor, Fully Uniformed, Unarmed, Five (5) Vehicles &amp; Five (5) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.</p> <p><b><u>Regular Beat Patrol</u></b>  <b>All Weekdays:</b> 11:00 P.M. – 7:00 A.M.  <b>Spring Break:</b> 5:00 P.M. – 7:00 A.M.</p> <p>(Approximately 240 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>
2.	<p>Two (2) Patrol Guards, Fully Uniformed, Unarmed, Two (2) Vehicles &amp; Two (2) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.</p> <p><b><u>Summer Months</u></b> (Early June to End July)  4-Day week, Monday - Thursday  5:00 P.M. – 11:00 P.M.</p> <p>(Approximately 65 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>
3.	<p>Four (4) Patrol Guards, Fully Uniformed, Unarmed, One (1) Supervisor, Fully Uniformed, Unarmed, Five (5) Vehicles &amp; Five (5) Radios and back up telephones. Vendor supplies vehicles, fuel and all equipment.</p> <p><b><u>Summer Months</u></b> (Early June to End July)  4-Day week, Monday – Thursday  11:00 P.M. – 7:00 A.M.</p> <p>(Approximately 65 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>

4.	Description	Cost
	<p>Four (4) Patrol Guards, Fully Uniformed, Unarmed,  One (1) Supervisor, Fully Uniformed, Unarmed,  Five (5) Vehicles &amp;  Five (5) Radios and back up telephones.  Vendor supplies vehicles, fuel and all equipment.</p> <p><b>Weekends and Holidays</b> (Except Spring Break):  Two (2) Shifts  7:00 A.M. – 7:00 P.M.  7:00 P.M. – 7:00 A.M.</p> <p>(Approximately 130 days per annum)</p>	<p>Fee per person, per hour</p> <p>\$ 24</p> <p>Supervisor, per hour</p> <p>\$ 30</p> <p>Alternative:</p>

**\*During Summer Months**

Weekend is Friday – Sunday

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE PURCHASE OF ONLINE ASSESSMENT ITEM BANK**

**BACKGROUND:**

TEKS Banks is an online assessment platform designed to facilitate the creation of TEKS-aligned assessments. The platform offers an extensive collection of high-quality assessment items that supports the development of district-level formative and summative assessments. These questions are meticulously developed based on a thorough analysis of the TEKS, STAAR-released items, and best assessment practices. The TEKS Banks platform includes thousands of TEKS-aligned questions for Mathematics, English Language Arts and Reading, Science, and Social Studies in both English and Spanish for grades K-12. The platform provides actionable insights into students' mastery of TEKS, enabling educators to make informed decisions that enhance student learning outcomes. The initial implementation would begin July 31, 2024, and run through June 30, 2025.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Online Assessment Item Bank
2. Decline to Approve Purchase of Online Assessment Item Bank
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Online Assessment Item Bank

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-31-6239-114

**COST:**

\$53,295.00

**VENDOR(S)/PROVIDER(S):**

ESC Region 11

**PURCHASING MECHANISM:**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All campuses district-wide, including each campus at the elementary, middle, and high school levels.

**RATIONALE:**

Approval of the online assessment question bank platform is necessary to enhance the District's internal assessment creation capabilities and ensure the assessment items are rigorous, relevant, and effective in measuring student performance. Implementing TEKS Banks allows the District to incorporate the latest assessment design and question formatting. The integration of this application increases efficiency and effectiveness for teachers and administrators in the evolving era of online formative and summative assessments. Accessible student-level data is essential to educators for planning and adjusting instruction.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services



**FORT WORTH ISD Contract Summary for  
TEKSbank v10**

**Enrollment Period: 09/01/2024 - 08/31/2025**

**Last Year Enrollment: 71060**

**TEKSbank Software Contract fees**

**Per Student Fee (based on Enrollment)**

**Base Fee**

If your LEA would like to purchase TEKSbank, please indicate whether your district purchased access to Aware.

**Total number of Regular Instructional Campuses in the LEA.**

**Total number of Alternative Education campuses in the LEA.**

**TEKSbank hosting fee for Districts not purchasing Aware**

**Total:**

Answer	Price
	\$53,295.00
LEA purchases Aware	
121.00	
18.00	
	\$53,295.00



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:   APPROVE PURCHASE OF ASSESSMENT COORDINATION  
SOFTWARE**

**BACKGROUND:**

TestHound is a comprehensive K-12 assessment coordination software designed to streamline the management of student testing accommodations, campus testing schedules, and materials tracking for state and local assessments. This robust platform allows campus and district administrators to efficiently organize assessment schedules and manage individual student accommodations to ensure smooth and efficient test administration. Implementation of this tool will aid campus administrators in ensuring students receive the correct accommodations during testing and avoid testing irregularities. The initial implementation would begin July 31, 2024 and run through June 30, 2025.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Purchase of Assessment Coordination Software
2. Decline to Approve Purchase of Assessment Coordination Software
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Assessment Coordination Software

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-31-6399-001

**COST:**

\$125,052

**VENDOR(S)/PROVIDER(S):**

Education Advanced, Inc.

**PURCHASING MECHANISM:**

Cooperative Agreement  
BuyBoard #: 661-22

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All campuses district-wide, including each campus at the elementary, middle, and high school levels.

**RATIONALE:**

Approval of the assessment coordination software ensures accuracy and efficiency in the campus test administration process. It also provides safeguards to ensure students receive correct accommodations for local and state assessments. This software will support and streamline the expanding role of the campus testing coordinator in the evolving era of online, periodic assessments.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services



Education Advanced, Inc  
 2702 E. Fifth St, #372  
 Tyler, TX 75701  
 (903) 858-4497  
[billing@educationadvanced.com](mailto:billing@educationadvanced.com)  
<http://www.educationadvanced.com>

Sales Rep Lara Miller

Bill To Name Fort Worth ISD  
 Bill To District Service Center  
 7060 Camp Bowie Blvd  
 Fort Worth, TX 76116  
 US

Quote Number 00009498  
 Created Date 6/17/2024  
 Expiration Date 9/30/2024

Product	Line Item Description	Sales Price	Quantity	Total Price
TestHound Subscription	24-25 school year	\$1.10	71,060.00	\$78,166.00
TestHound: Setup	24-25 school year	\$1,250.00	1.00	\$1,250.00
TestHound: Training	24-25 school year	\$1,500.00	2.00	\$3,000.00
TH Toolkit-Auto Pilot Subscription	24-25 school year	\$0.30	71,060.00	\$21,318.00
TH Toolkit-Performance Tracker Subscription	24-25 school year	\$0.30	71,060.00	\$21,318.00

Quote for Services has been submitted for your approval. Upon your acceptance of this quote, Education Advanced will send you a Sales Order through DocuSign for your signature to complete your purchase. No products will be made available or services performed without a fully executed Sales Order.

Subtotal \$125,052.00  
 Total Price \$125,052.00

Notes BuyBoard #: 661-22



## SALES ORDER

<b>Order Number:</b>	EAI-500365	<b>Order Date:</b>	5/22/2024
----------------------	------------	--------------------	-----------

Customer Ship To Information		Customer Bill To Information	
Customer Name	Fort Worth ISD	Name	Fort Worth ISD
Address	100 N University Dr, Fort Worth, TX 76107-3010 US 76107-3010	Address	District Service Center 7060 Camp Bowie Blvd, Fort Worth, TX 76116 US 76116
Contact Name	Ken Torres	Contact Name	Ken Torres
Email Address	kenneth.torres@fwisd.org	Email Address	kenneth.torres@fwisd.org

Order Information		Subscription, Invoicing & Agreement Information	
Order Amount	\$125,052.00	Subscription Start Date	7/1/2024
Currency	USD (\$)	Subscription End Date	6/30/2025
Payment Terms	Net 30 From Invoice Date	Invoicing	Annual Upfront
Account Executive	Lara Miller	Agreement	Cover Contract for Outside Agreements dated [TBD]

Products					
Product	School Year	Invoice Date	Quantity	Unit Price	Extended Price
TH Toolkit-Performance Tracker Subscription	24-25 school year	Purchase Order Accepted Date	71,060.00	\$0.30	\$21,318.00
TH Toolkit-Auto Pilot Subscription	24-25 school year	Purchase Order Accepted Date	71,060.00	\$0.30	\$21,318.00
TestHound: Training	24-25 school year	Purchase Order Accepted Date	2.00	\$1,500.00	\$3,000.00
TestHound: Setup	24-25 school year	Purchase Order Accepted Date	1.00	\$1,250.00	\$1,250.00
TestHound Subscription	24-25 school year	Purchase Order Accepted Date	71,060.00	\$1.10	\$78,166.00
<b>Grand Total</b>					<b>\$125,052.00</b>

Additional Sales Order Terms	
By signing below, the parties agree to the terms and conditions of this Sales Order Form and the Agreement references above. In no event shall any terms and conditions listed on any Customer purchase order supersede, amend, delete or otherwise alter this Sales Order Form or the Agreement referenced above. Capitalized terms herein used shall have the respective meanings ascribed to them in the Agreement.	
I have complied with my entities business practices in making this purchase and I have obtained all necessary approvals to release funds for this purchase.	

Education Advanced, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Fort Worth ISD

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# EDUCATION ADVANCED

## TERMS OF SERVICE

THESE TERMS OF SERVICE GOVERN CUSTOMER'S ACQUISITION AND USE OF COMPANY'S SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

CUSTOMER ACCEPTS THIS AGREEMENT BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A SCHOOL DISTRICT OR OTHER ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Education Advanced's direct competitors are prohibited from accessing the Services, except with Education Advanced's prior written consent.

This Agreement was last updated on February 24, 2023. It is effective between Customer and Education Advanced as of the date of the Effective Date. Education Advanced responsibilities

**1.1 Provision of Services.** In consideration for the payment by Customer to Education Advanced of the Subscription Fees contained in the applicable Sales Order(s), Education Advanced grants to Customer and their respective Users a non-exclusive, non-transferable limited right to access and use the Services pursuant to the terms set out in this Agreement. Customer's right to access the Services shall commence upon the Effective Date. In addition, Education Advanced will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Sales Order and Documentation, (b) provide applicable Education Advanced standard support for the Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Education Advanced shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Education Advanced's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Education Advanced employees), Internet service provider failure or delay, Non-Education Advanced applications, or denial of service attack, and (d) provide the Services in accordance with Laws and government regulations applicable to Education Advanced's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Sales Order.

**1.2 Protection of Customer Data.** Education Advanced will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the Student Data Privacy Agreement (DPA) found online at <https://www.educationadvanced.com/privacycenter> are hereby incorporated by reference. The DPA is based upon standard forms produced by the Student Data Privacy Consortium.

**1.3 Education Advanced Personnel.** Education Advanced will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Education Advanced's obligations under this Agreement, except as otherwise specified in this Agreement.

**1.4 Professional Services.** Education Advanced offers optional consulting, implementation and training services ("Professional Services") to be provided to Customer pursuant to the Professional Services Addendum found

online at <https://www.educationadvanced.com/terms>. If the Customer or its Affiliates executes a Sales Order that includes any of the foregoing consulting, implementation and training services, the Professional Services Addendum, as incorporated by reference into this Agreement, shall apply to those services. Customer acknowledges that Education Advanced has extensive experience helping Customers improve utilization and realization of benefits of the Service, and not engaging Education Advanced in the provision of Professional Services may substantially limit Customer's ability to utilize the Service to its full potential.

## **2. USE OF SERVICES AND CONTENT**

**2.1 Subscriptions.** Unless otherwise provided in the applicable Sales Order or Documentation, (a) Services are purchased as subscriptions for the term stated in the applicable Sales Order(s), (b) subscriptions for Services may be added during a subscription term by executing a new Sales Order, which will contain all pricing and term-length information, and (c) any added subscriptions will co-terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Education Advanced regarding future functionality or features.

**2.2 User Headcounts.** Education Advanced charges Customers based upon (i) the official student enrollment numbers for each Customer or (ii) the number of Users accessing the Services. In the case of student enrollment-based Services, Education Advanced will annually obtain official enrollment numbers for Customers either through the National Center for Education Statistics (NCES) or through an official State Education Agency. The annualized headcount of students will be reflected on the pricing of each new Sales Order or quote related thereto.

**2.3 Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Sales Order, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any non-Education Advanced applications with which Customer uses Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Education Advanced promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, Sales Order and applicable laws and government regulations, and (e) comply with terms of service of any non-Education Advanced applications with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in Education Advanced's judgment threatens the security, integrity or availability of Education Advanced's services, may result in Education Advanced's immediate suspension of the Services, however Education Advanced will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

**2.4 Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Sales Order or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Education Advanced's intellectual property except as permitted under this Agreement, an Sales Order, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal purposes or as permitted in the Documentation, or (j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent. The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Education Advanced's direct competitors are prohibited from accessing the Services, except with Education Advanced's prior written consent.



### 3. FEES AND PAYMENT; TERM AND TERMINATION

**3.1 Fees.** Customer shall pay all Fees specified on the applicable Sales Order with the payment terms on the Sales Order. Except as otherwise specified on the applicable Sales Order, (i) additional Users and other Service items procured during the Term will co-terminate with and be prorated through the then current Initial or Renewal Term; (ii) fees are based on Services subscriptions purchased and not actual usage; (iii) payment obligations are non-cancelable and fees paid are non-refundable; and (iv) quantities purchased cannot be decreased during the relevant subscription term. Initial or Renewal Term. Fees for the Service on all subsequent Sales Order Forms and renewals shall be set at then current Education Advanced pricing, unless otherwise agreed to by the parties.

**3.2 Invoicing and Payment.** Education Advanced will invoice Customer in advance and otherwise in accordance with the terms contained on the relevant Sales Order. Unless otherwise stated in the Sales Order, invoiced Fees are due and payable thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Education Advanced and notifying Education Advanced of any changes to such information.

**3.3 Overdue Charges.** If any invoiced amount is not received by Education Advanced by the due date, then without limiting Education Advanced's rights or remedies, (a) those charges may accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Education Advanced may condition future subscription renewals and Sales Orders on payment terms shorter than those specified in Section 3.2.

**3.4 Suspension of Service and Acceleration.** Education Advanced will notify the Customer at regular intervals if any charge owing by Customer under this or any other agreement for Services is overdue. If any charge owing by Customer for Services is thirty (30) days or more overdue, Education Advanced may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full. Notwithstanding anything else to the contrary, if Education Advanced should fail to pursue any rights or remedies under this Section 3.4, such action shall not be deemed a waiver of its rights hereunder.

**3.5 Payment Disputes.** Education Advanced will not exercise its rights under Section 3.3 above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

**3.6 Taxes.** Education Advanced's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Education Advanced has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Education Advanced will invoice Customer and Customer will pay that amount unless Customer provides Education Advanced with a valid tax exemption certificate authorized by the appropriate taxing authority.

**3.7 Term of Agreement.** This Agreement shall commence from the Effective Date and shall continue for the period specified on the initial Sales Order (the "**Initial Term**") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term expires this Agreement will automatically renew for additional one (1) year terms (each a "**Renewal Term**") at the then current price, unless (i) a Sales Order is executed for the Renewal Term specify alternative pricing and term; or (ii) either party provides the other with a written notice of termination thirty (30) days prior to the end of the Term. In the event the Sales Order provides for exclusion of an automatic renewal, this Agreement shall terminate at the end of the Initial Term. The Initial Term, together with any Renewal Term, is referred to as the "**Term**". Customer and its Affiliates' right to access and use the Service shall cease upon termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Education Advanced may terminate this Agreement and any underlying Sales Order(s) upon thirty (30) day prior written notice and shall provide Customer a pro rata refund of Subscription Fees paid calculated from the termination date to the end of the then current Subscription Term specified on the Sales Order(s).

**3.8 Termination.** A Party may terminate this Agreement for cause (i) upon thirty (30) days written notice to the other party of a material breach, including Customer's failure to pay any Fees when due, if such breach remains

uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated as a result of Education Advanced's material breach of this Agreement, Customer shall be entitled to a refund of the pro rata portion of any Fees paid by Customer to Education Advanced under this Agreement for the terminated portion of the Term. A party may terminate this Agreement without cause upon thirty (30) days written notice to the other party prior to auto-renewal as described in Section 3.7.

**3.9 Refund or Payment upon Termination.** Unless otherwise specified in this Agreement, in no event shall Customer be entitled to any refund of any Fees as a result of termination or expiration of this Agreement.

**3.10 Surviving Provisions.** Sections 3, 4, 5, 6, 7, 8 and 9, sub-sections 3.9, and this Section 3.10 will survive any termination or expiration of this Agreement, and Section 1.2 will survive any termination or expiration of this Agreement for so long as Education Advanced retains possession of Customer Data.

## 4. INTELLECTUAL PROPERTY RIGHTS

**4.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Education Advanced and Affiliates reserve all of their rights, title and interest in and to the Services, including all of their related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer may not remove, add to, or alter, any of the trademarks, trade names, logos, patent or copyright notices or proprietary markings displayed in connection with the Service. Customer may not adopt, use or register any trademark, trade name or other marketing name of Education Advanced or its Affiliates and third-party suppliers, nor use any confusingly similar trademark, trade name or other marketing name.

**4.2 Access to and Use of Services.** Customer has the right to access and use applicable content of the Services subject to the terms of applicable Sales Order, this Agreement and the Documentation.

**4.3 Ownership of Customer Feedback.** Customer acknowledges that any and all products and services incorporating such new features, functionality, or performance shall be, and hereby is, the sole and exclusive property of Education Advanced and all such recommendations shall be free from any confidentiality restrictions that might otherwise be imposed upon Education Advanced pursuant to this Agreement or other agreement between the parties.

**4.4 Ownership of Customer Data.** All title and intellectual property rights in and to the Customer Data is owned exclusively by Customer.

## 5. CONFIDENTIALITY

**5.1 Protection of Confidential Information.** In connection with this Agreement, each Party may disclose or make available Confidential Information to the other Party. As a condition to being provided with any disclosure of or access to Confidential Information, the receiving party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted pursuant to Section 5.2, not disclose or permit access to Confidential Information other than to its representatives who: (i) need to know such Confidential Information for purposes of the receiving party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the receiving party's obligations under this Article; and (iii) are bound by both written confidentiality and restricted use obligations that are at least as protective of the Confidential Information as the terms set forth in this Article; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the disclosing party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further unauthorized use or disclosure; and (e) ensure its representatives' compliance with, and be responsible and liable for any of its representatives' non-compliance with, the terms of this Article. Notwithstanding any other provisions of this Agreement, the receiving party's obligations under this Section 5.1 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under



one or more such applicable Laws other than as a result of any act or omission of the receiving party or any of its representatives.

**5.2 Compelled Disclosures.** If the receiving party or any of its representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the receiving party will: (a) promptly, and prior to such disclosure, notify the disclosing party in writing of such requirement so that the disclosing party can seek a protective order or other remedy; and (b) provide reasonable assistance to the disclosing party, at the disclosing party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the disclosing party waives compliance or, after providing the notice and assistance required under this Article, the receiving party remains required by Law to disclose any Confidential Information, the receiving party will disclose only that portion of the Confidential Information that, on the advice of the receiving party's outside legal counsel, the receiving party is legally required to disclose and, on the disclosing party's request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

## 6. REPRESENTATIONS AND WARRANTIES

**6.1 Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

**6.2 Education Advanced Warranties.** Education Advanced warrants that: (i) the Service will achieve in all material respects the functionality described in the Documentation applicable to the Service procured by Customer, and (ii) such functionality of the Service will not be materially decreased during the Term. Customer's sole and exclusive remedy for Education Advanced's breach of this warranty shall be that Education Advanced shall use commercially reasonable efforts to modify the Service to correct the deficiency causing the breach in the foregoing warranty. If Education Advanced is unable to correct the deficiency, Education Advanced may, in its sole discretion terminate the Agreement and provide Customer a pro-rata refund of the Subscription Fees paid by Customer, for the terminated portion of the Term. Education Advanced shall have no obligation with respect to a warranty claim unless notified of such claim within thirty (30) days of the first instance of either (i) or (ii) above, and such notice must be sent to Education Advanced's address noted on the Sales Order. The warranties set forth in this 6.2 are made to and for the benefit of Customer and its Affiliates only. Such warranties shall only apply if the applicable Service has been utilized in accordance with the Documentation, this Agreement and applicable law.

**6.3 DISCLAIMERS.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION, SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## 7. INDEMNIFICATION

**7.1 Indemnification by Education Advanced.** Subject to the terms and conditions set forth in this Section 7, Education Advanced shall, at its own expense, defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service, as used in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights (a "**Claim Against Customer**"), and shall hold Customer harmless from and against liability, damages, and costs and reasonable attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Education Advanced in writing of, a Claim Against Customer, provided Customer (a) promptly gives Education Advanced written notice of the Claim Against Customer, (b) gives Education Advanced sole control of the defense and settlement of the Claim Against Customer (except that Education Advanced may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Education Advanced all reasonable assistance, at Education Advanced's expense. If Education Advanced receives information about an infringement or misappropriation claim related to a Service, Education Advanced may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Education Advanced's warranties

under Section 6.2 above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate the Agreement for that Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Education Advanced, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Sales Order for which there is no charge; or (IV) a Claim against Customer arises from Customer's breach of this Agreement, the Documentation or applicable Sales Order.

**7.2 Indemnification by Customer.** To the extent permitted by applicable state law, Customer will defend Education Advanced and its Affiliates against any claim, demand, suit or proceeding made or brought against Education Advanced by a third party (a) alleging that the combination of a non-Education Advanced application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's Intellectual Property Rights, or (b) arising from (i) Customer's use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Sales Order, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a non-Education Advanced application provided by Customer (each a "**Claim Against Education Advanced**"), and will indemnify Education Advanced from any damages, attorney fees and costs finally awarded against Education Advanced as a result of, or for any amounts paid by Education Advanced under a settlement approved by Customer in writing of, a Claim Against Education Advanced, provided Education Advanced (a) promptly gives Customer written notice of the Claim Against Education Advanced, (b) gives Customer sole control of the defense and settlement of the Claim Against Education Advanced (except that Customer may not settle any Claim Against Education Advanced unless it unconditionally releases Education Advanced of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Education Advanced arises from Education Advanced's breach of this Agreement, the Documentation or applicable Sales Order.

**7.3 Exclusive Remedy.** This Section 7 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

## **8. LIMITATIONS OF LIABILITY**

**8.1 Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER SECTION 3 ABOVE.

**8.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## **9. MISCELLANEOUS**

**9.1 Further Assurances.** Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

**9.2 Public Announcements.** Either Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly excluded under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, upon the prior consent of the other Party.

**9.3 Notices.** Any notice, request, consent, claim, demand, waiver, or other communication under this Agreement have legal effect only if in writing and addressed to a Party as set forth on such Customer's Sales Order (or to such other address or such other person that such addressee Party may designate from time to time in accordance with this Section). Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the 3rd day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

**9.4 Entire Agreement and Sales Order of Precedence.** This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The Parties agree that this Agreement preempts all signed documents between the Parties, including any data privacy agreements signed after entering into the Sales Order. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Sales Order, (2) this Agreement, (3) the Documentation, and (4) any other documents entered into by the Parties. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

**9.5 Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by contract, upon change of control, by merger, by operation of Law or otherwise, without Education Advanced's prior written consent, which may be given or withheld in Education Advanced's sole discretion; provided, however Customer may assign its rights hereunder to an Affiliate of Customer. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section is void.

**9.6 Compliance with Laws.** Education Advanced certifies that it is in compliance with the laws regarding the provision of goods and services to government entities as set forth in State-specific documents found at <https://www.educationadvanced.com/privacycenter>.

**9.7 US Government Rights.** Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government Customers and their contractors.

**9.8 Export Compliance.** The Services and other Education Advanced technology, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Education Advanced and Customer each represent that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation. Customer acknowledges that Education Advanced may cease to provide the Service if Education Advanced determines that Customer has violated any of the representations in this Section 9.8 and Customer agrees to notify Education Advanced immediately in writing if Customer status under any of these representations changes.

**9.9 Force Majeure.** In no event will Education Advanced be liable or responsible to Customer, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond Education Advanced's



reasonable control (a **"Force Majeure Event"**), including acts of God, flood, fire, tornado, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the Effective Date, national or regional emergency, epidemics or quarantines, strikes, labor stoppages or slowdowns or other industrial disturbances, malicious damage, interruption of utilities or internet access, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more. In the event of any failure or delay caused by a Force Majeure Event, Education Advanced will give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**9.10 No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**9.11 Amendment and Modification; Waiver.** Except for occasional updates made to this Agreement, no amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

**9.12 Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**9.13 Governing Law; Submission to Jurisdiction.** This Agreement is to be governed by Delaware law, without conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of the capital city of whichever State Customer is domiciled in; provided that, if a Customer is not domiciled in the United States, then the exclusive jurisdiction of the applicable courts shall be in Dallas County, Texas.

**9.14 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

**9.15 Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2.3 and Sections 4, 5, or Section 6 of this Agreement would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy. In the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance, and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

**9.16 Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

## **10. DEFINITIONS**

**"Affiliate"** means any corporation, firm, partnership, or other entity, including schools within a relevant school district, that controls, is controlled by, or is under common control with, that entity, where "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise; provided, however, that beneficial ownership of 25% or more of the voting stock of an entity will be deemed to be control. Notwithstanding the foregoing, the term Affiliate shall not include any corporation, firm, partnership, or other entity that controls, is controlled by, or is under common control with, Education Advanced, for purposes of making any representation herein.

**"Agreement"** means these Terms and Conditions of Service.

**"Claim Against Customer"** has the meaning set forth in Section 7.1.

**"Claim Against Education Advanced"** has the meaning set forth in Section 7.2.

**"Confidential Information"** means any and all information (oral, written, visual or otherwise) disclosed by the disclosing party to the receiving party, including, but not limited to: (a) technical or non-technical data, formulas, patterns, compilations, ideas, concepts, plans, designs, improvements, policies, programs, processes, procedures, methods, know-how, patents, process patents, copyrights and other intellectual property, and other information regarding the disclosing party's products, services and business processes; (b) information concerning its business, operations, affairs and financial condition; (c) trade secrets, computer systems, management information systems, customized computer software, source codes, object codes, digital media, optical media, flow charts, drawings, diagrams, bills of material, equipment, prototypes, models, other tangible or intangible manifestations, data bases, inventions, know-how, scientific or technical information, designs, processes, procedures, data, formulas, improvements, concepts, reports, and specifications; or (d) clients lists, client information, client profiles, client lists, and client prospects, in each case, of the disclosing party, whether or not any of the foregoing information is actually novel or unique, patentable, or copyrightable, and whether or not marked, designated or otherwise identified as "confidential." Without limiting the foregoing: the Services and Documentation are the Confidential Information of Education Advanced, and the terms of this Agreement are the Confidential Information of each of the Parties. The term "Confidential Information" does not include information that: (i) was or becomes generally known by the public other than by the receiving party's or its Representatives' noncompliance with this Agreement; (ii) was or is received by the receiving party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (iii) was or is independently developed by the receiving party without reference to or use of any Confidential Information.

**"Customer"** means the school district, charter school, private school, or other legal entity for which a duly authorized individual is accepting this Agreement, and the Affiliates of the Customer or entity (for so long as they remain Affiliates) which have entered into a Sales Order.

**"Customer Data"** means electronic data and information submitted by or for Customer to the Services.

**"Documentation"** means Education Advanced's user manuals, handbooks, videos, marketing collateral, and installation guides relating to the Services that Education Advanced provides or makes available to Customer which describe the functionality, components, features, or requirements of the Services, including any aspect of the installation, configuration, integration, operation, or use of the Services.

**"Education Advanced"** means Education Advanced, Inc.

**"Effective Date"** means the date specified on the Sales Order that indicates the date upon which the parties agree to be bound by the terms and conditions of this Agreement.

**"Fees"** means all amounts to be paid by Customer as specific on a Sales Order.

**"Force Majeure Event"** has the meaning set forth in Section 9.8.

**"Initial Term"** has the meaning set forth in Section 3.7.

**"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights Laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

**"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Party"** or **"Parties"** means either Education Advanced or a Customer or its Affiliates, respectively.

**"Person"** means an individual, school Customer, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

**"Renewal Term"** has the meaning set forth in Section 3.7.

**"Representatives"** means, with respect to a Party, that Party's and its Affiliates' employees, officers, managers, directors, consultants, agents, independent contractors, service providers, subcontractors, and legal advisors.

**"Sales Order"** means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Education Advanced.

**"Services"** means the products and services that are ordered by Customer under a Sales Order and made available online by Education Advanced.

**"Subscription Fees"** means the Fees specified on the Sales Order for use of the Services, including User based fees.

**"Taxes"** has the meaning set forth in Section 3.6.

**"User"** means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription, and to whom Customer (or, when applicable, Education Advanced at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, faculty, students, consultants contractors and agents of Customer.

*[End of Document]*

## State Specific Conditions

STATE	REQUIRED CERTIFICATION
Texas	<p>In accordance with Texas Government Code Chapter 2252, Subchapter F, Education Advanced certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, the Government of Iran, the Government of Sudan, or a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.</p> <p>Education Advanced further certifies and verifies that, pursuant to Texas Government Code Chapter 2270, neither Education Advanced, nor any affiliate, subsidiary, or parent company of Education Advanced, if any (the "Education Advanced Affiliates"), boycotts Israel, and Education Advanced agrees that Education Advanced and Education Advanced Affiliates will not boycott Israel during the term of this Agreement.</p>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE RENEWAL OF EDUPHORIA STRIVE AND AWARE, AND RELATED SERVICES**

**BACKGROUND:**

Eduphoria provides teachers and instructional leaders access to multiple services through one portal. Eduphoria STRIVE provides Fort Worth ISD with a web-based and secure solution for managing Texas Teacher Evaluation and Support System (T-TESS), and professional learning and tracking. AWARE Premium provides Fort Worth ISD with a tool for creating all local assessments, and a customizable way to access these local assessment data, with options to triangulate historical state, national, and vendor-based assessment data. This is a contract renewal for services beginning on September 1, 2024 – August 31, 2025.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal of Eduphoria Strive and Aware and Related Services
2. Decline to Approve Renewal of Eduphoria Strive and Aware and Related Services
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**

Approval of Renewal of Eduphoria, Strive and Aware Premium and Related Services

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-31-6239-114-

**COST:**

\$395,452.00

**VENDOR(S)/PROVIDER(S):**

Region XI Education Service Center



**PURCHASING MECHANISM:**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Supporting documentation is attached. The recommended vendor is listed above.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Elementary School, Middle School, High School and Specialty Campuses

**RATIONALE:**

T-TESS is a state requirement, and the management of the entire evaluation process is critical to ensure accuracy and timely, accessible feedback for teachers. The tracking of professional learning is required as a part of state-mandated T-TESS. Additionally, this tracking maintains compliance with other state and federal requirements, certification renewals, and district-required training. Accessible student-level data is essential to teachers for planning and adjusting instruction. The integration of these applications within one system increases the efficiency and effectiveness of teachers and administrators.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services



**FORT WORTH ISD Contract Summary for  
Eduphoria v27**

**Enrollment Period: 09/01/2024 - 08/31/2025**

**Last Year Enrollment: 71060**

EdTech Contract number: ET20200707

Do you wish to RENEW Eduphoria? Please Indicate in the drop-down menu to the right, whether your LEA will be RENEWING their subscription to Eduphoria.

Total number of Regular Instructional Campuses in your LEA (Do not include Alternative campuses in your count)

Total number of Alternative Education Campuses in your LEA

Are there multiple high schools in your LEA?

Yearly Subscription Fee for Eduphoria Aware Premium + Strive

ESC Region 11 Eduphoria Support and Training Fee

Would you like your LEA to be Invoiced before Sept. 1 or after Sept. 1?

Total:

Answer	Price
121.00	
18.00	
Yes	
	\$391,072.00
	\$4,380.00
After Sept. 1	
	<b>\$395,452.00</b>



**Eduphoria Contract  
2024-2025**

### Price List

#### Renewing Districts Only

<b>Eduphoria Suite</b>	
Renewing - All 6 Applications	\$3,150
<b>Aware Premium Only</b>	
Renewing - Aware Premium Only	\$2,645
<b>Strive Only</b>	
Renewing - Strive Only	\$1,135
<b>Aware Premium and Strive</b>	
Renewing - Aware Premium and Strive	\$3,232

#### Eduphoria Suite/Aware/Strive Technical Assistance and Support (Required)

<b>Student Enrollment</b>	<b>Fee</b>
1-464	\$1,080
465-2,999	\$2,220
3000+	\$3,300
Districts with multiple High Schools	\$4,380

#### Fee Includes

- Unlimited phone and email assistance
- Access to webinar training
- All ESC Region 11 Eduphoria Trainings

#### New Sales (New Districts Only)

All new sales must contact Eduphoria at [sales@eduphoria.net](mailto:sales@eduphoria.net) for final pricing.

1451 S. Cherry Lane White Settlement, TX 76108 | 817-740-3600 | [centralregistration@esc11.net](mailto:centralregistration@esc11.net)

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC: APPROVE PURCHASE OF ONLINE LEARNING RESOURCES AND PROFESSIONAL DEVELOPMENT FOR LEADERSHIP ACADEMY NETWORK SCHOOLS FOR THE 2024 – 2025 SCHOOL YEAR**

**BACKGROUND:**

The Leadership Academy Network (LAN) provides students with opportunities that are designed to accelerate student achievement related to reading as well as build instructional capacity to drive student achievement. Through capacity building in the areas of literacy and adaptive learning, the LAN will be further equipped to produce student achievement that meets/exceeds contractual targets. The LAN would like to continue this effort for the 2024 – 2025 School Year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Online Learning Resources and Professional Development for the 2024 – 2025 School Year
2. Decline to Purchase of Online Learning Resources and Professional Development for the 2024 – 2025 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Online Learning Resources and Professional Development for the 2024 – 2025 School Year

**FUNDING SOURCE:**      **Additional Details**

General Fund                      199-11-6399-416

**COST:**

\$105,239.90

**VENDOR:**

Renaissance Learning, Inc.

**PURCHASING MECHANISM:**

Competitive Solicitation  
RFP 21-091-A

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

The Leadership Academy at Como Elementary School  
The Leadership Academy at Maude I. Logan Elementary School  
The Leadership Academy at Mitchell Boulevard Elementary School  
The Leadership Academy at John T. White Elementary School  
Texas Wesleyan University

**RATIONALE:**

This purchase will provide the four elementary campuses under the Leadership Academy Network with key concepts and practices upon which accelerated improvement is likely for the 2024 – 2025 school year. The purchase of these services will allow our schools to better analyze students' abilities and guide high-quality instruction while building capacity for our campus leaders and instructional teams who are focused on student achievement. The purchase of these items for the network will also allow individual campuses to take advantage of the collective purchasing, yielding a greater overall discount.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

## Renaissance<sup>®</sup> Quote

Renaissance Learning, Inc. | PO Box 8036, Wisconsin Rapids WI 54495-8036 | [www.renaissance.com](http://www.renaissance.com)

Phone: (800) 338-4204 | Fax: (877) 280-7642 | Federal I.D. 39-1559474

Whitney Clark  
LAN Academies-Fort Worth ISD  
3015 Avenue D Ste. 204  
Fort Worth, TX 76105

RFP 21-091-A

Maude Logan Elementary				
Product	Enrollment	Price Per Student	Discount Price	Pricing
myON & myON News	300	\$20.55	\$13.59	\$6,165.00
Accelerated Reader	300	\$7.93	\$6.47	\$2,379.00
Star Reading	300	\$5.41	\$4.50	\$1,623.00
Product	Campuses		Price Per Building	
Publisher Package	1		\$5,708.00	\$5,708.00
Platform Fee			\$750.00	\$750.00
Total				\$16,625.00
All discounts above are reflected in applied discounts.			Applied Discount	-\$2,799.00
Overall Total				\$13,826.00
Como Elementary				
Product	Enrollment	Price Per Student	Discount Price	Pricing
myON & myON News	435	\$20.55	\$13.59	\$8,939.25
Accelerated Reader	435	\$7.93	\$6.47	\$3,449.55
Star Reading	435	\$5.41	\$4.50	\$2,353.35
Product	Campuses		Price Per Building	
Publisher Package	1		\$5,708.00	\$5,708.00
Platform Fee			\$750.00	\$750.00
Total				\$21,200.15

All discounts above are reflected in applied discounts.			Applied Discount	-\$4,058.55
			Overall Total	\$17,141.60
John T. White Elementary				
Product	Enrollment	Price Per Student	Discount Price	Pricing
myON & myON News	391	\$20.55	\$13.59	\$8,035.05
Accelerated Reader	391	\$7.93	\$6.47	\$3,100.63
Star Reading	391	\$5.41	\$4.50	\$2,115.31
Product	Campuses		Price Per Building	
Publisher Package	1		\$5,708.00	\$5,708.00
Platform Fee			\$750.00	\$750.00
			Total	\$19,708.99
All discounts above are reflected in applied discounts.			Applied Discount	-\$3,648.03
			Overall Total	\$16,060.96

Mitchell Boulevard Elementary				
Product	Enrollment	Price Per Student	Discount Price	Pricing
myON & myON News	345	\$20.55	\$13.59	\$7,089.75
Accelerated Reader	345	\$7.93	\$6.47	\$2,735.85
Star Reading	345	\$5.41	\$4.50	\$1,866.45
Product	Campuses		Price Per Building	
Publisher Package	1		\$5,708.00	\$5,708.00
Platform Fee			\$750.00	\$750.00
			Total	\$18,150.05
All discounts above are reflected in applied discounts.			Applied Discount	-\$3,218.85
			Overall Total	\$14,931.20

Texas Wesleyan University				
QTY	Illuminate Product	Description	Unit	Total
2509	TX Test Maker, House Bank	TEK sligned item bank for ELA, Math, Science & Social Studies grade 1-11.	\$1.98	\$4,967.82
2509	NEW TEKS Item Banks 2024		\$1.50	\$3,763.50
2509	Mastery, 4 Subject Bundle	Access to Certica's/Navigate ELA/Math/Science/Social Studies Item Banks & Spanish Bundle	\$3.75	\$9,408.75
2509	Texas Pre-Built Assessments	Texas ELA/Math/HSS/Science Unit Tests	\$0.80	\$2,007.20
2509	TX Formative Bank	Supplemental TEKS aligned item banks for ELA & Math	\$1.07	\$2,684.63
2509	SchoolCity, Software License	School city Annual Licenses	\$5.36	\$13,448.24
			Total	\$36,280.14
			Discount	-\$5,000.00
			Overall Total	\$31,280.14

Professional Services			
Services	QTY	Price	Price
Champions Academy PD	3 onsite, 6 virtual remote hours	\$12,000.00	\$12,000.00

Overall Total	\$105,239.90
---------------	--------------

Subscription Dates: 7/1/2024-6/30/2025.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,

©Copyright 2020 Renaissance Learning, Inc. All rights reserved. | (800) 338-4204 | [www.renaissance.com](http://www.renaissance.com)


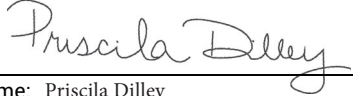


consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: ☐

Renaissance Learning, Inc.	
By: 	By: 
Name: Ted Wolf	Name: Priscila Dilley
Title: VP – Global Controller	Title: Senior Officer; Leadership Academy Network
Date: 7/1/2024	Date: 7/2/2024
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If your billing address is different from the address at the top of this Quote, please add that billing address below.

**Bill To:**

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

388049.0520

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC:   APPROVE THE CONTRACT FOR A DATA GOVERNANCE PLATFORM  
WITH K12 SERVICE NAVIGATOR**

**BACKGROUND:**

The Fort Worth ISD Board of Education (BOE) have approved contract extensions from 2018 to 2023 school years. Additional features to the platform were also approved to include the Customer Experience (CX) Management Directory and the K12 Service Navigator. This platform has proven to be essential in developing greater capacity and robustness around user controls, centralized data governance, development, collection, administration, analysis, and on-line visualization reporting. It is an essential tool in capturing district-level data for the various strategic plan priorities, initiatives, and action steps.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the contract for the Data Governance Platform with K12 Service Navigator
2. Decline to Approve the contract for the Data Governance Platform with K12 Service Navigator
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the contract for the Data Governance Platform with K12 Service Navigator

**FUNDING SOURCE:**       *Additional Details*

General Fund                      199-53-6399-212

**COST:**

\$298, 421.05

**VENDOR:**

Qualtrics at Carahsoft

**PURCHASING MECHANISM:**

Cooperative Agreement  
DIR Contract No. DIR-TSO-4288

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Districtwide

**RATIONALE:**

The type of data that is provided is used to make evidence-based decisions, monitor outcomes, comply with regulations, and highlight successes. Adhering to stakeholders' growing need and to be more responsive to numerous data collection types, it is imperative to identify a data governance platform that allows for greater capacity to customize, distribute, collect, and analyze across all data collection processes. This platform is essential for key district departments like Business and Finance, Operations, Strategic Initiatives & Partnerships, Student & Family Experiences, Counseling, etc.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

# Government Price Quotation

## Qualtrics at Carahsoft



11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM



**TO:** Karen Molinar  
Deputy Superintendent  
Fort Worth ISD  
7060 Camp Bowie Blvd  
FWISD District Service Center  
Fort Worth, TX 76116 USA

**FROM:** Garrett Miller  
Qualtrics at Carahsoft  
11493 Sunset Hills Road  
Reston, Virginia 20190

**EMAIL:** karen.molinar@fwisd.org

**EMAIL:** Garrett.Miller@carahsoft.com

**PHONE:** (817) 814-1950

**PHONE:** (571) 662-3318

**FAX:** (703) 871-8505

**TERMS:** DIR Contract No. DIR-TSO-4288  
Expiration Date: February 21, 2025  
FTIN: 52-2189693  
Shipping Point: FOB Destination  
Credit Cards: VISA/MasterCard/AMEX  
Remit To: Same as Above  
Payment Terms: Net 30 (On Approved Credit)  
Texas VID#: 1522189693700  
Sales Tax May Apply

**QUOTE NO:** 43564629  
**QUOTE DATE:** 03/04/2024  
**QUOTE EXPIRES:** 08/01/2024  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$298,421.05  
**TOTAL QUOTE:** \$298,421.05

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	251-QVOC- 2000K	Qualtrics Vocalize 2000000 Response Package K-12 District Research Suite License Number of Students: 86000 Qualtrics, LLC - QVOC- 2000K Start Date: 08/01/2024 End Date: 07/31/2025		\$224,736.84	OM 1	\$224,736.84
2	251-QRS-ENT9-FU	Qualtrics Research Suite Enterprise 9 File Upload K-12 District Research Suite License Number of Students: 86000 Qualtrics, LLC - QRS-ENT9-FU Start Date: 08/01/2024 End Date: 07/31/2025		\$73,684.21	OM 1	\$73,684.21
<b>SUBTOTAL:</b>						\$298,421.05
<b>TOTAL PRICE:</b>						<b>\$298,421.05</b>
<b>TOTAL QUOTE:</b>						<b>\$298,421.05</b>

# Government Price Quotation

## Qualtrics at Carahsoft



11493 SUNSET HILLS ROAD | RESTON, VIRGINIA 20190  
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
WWW.CARAHSOFT.COM | QUALTRICS@CARAHSOFT.COM



Qualtrics EULA: <https://www.qualtrics.com/resale-terms-of-service/>

Prices shown do not include taxes that may apply. Applicable taxes will be presented on the invoice. Unless inserted as part of an order form, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects may be provided in a separate order form. Unless inserted as part of an order form, actual costs may change once project requirements and timelines are finalized. Software total above does not include any additional services fees that may be applicable.

\*\*\* Please reference the contract vehicle (if applicable), the Carahsoft Quote Number 43564629, and N30 payment terms on a resulting purchase order.

\*\*\* By providing a PO, customer is hereby agreeing to the terms and conditions outlined within the order form below to include acceptance of a multi-year agreement.

### Includes:

Closed-Loop Follow Up : 1

CX K-12 : 1

ExpertReview - Response Quality (Advanced) : 1

Principal Level Access : 1

Text iQ : 1

XM Directory - State of the Art : 1

Public Dashboards : 1

Website Feedback : 1

Vocalize Core : 1

Advanced Distribution Package : 2 : 2

Role Based Dashboards : 1

Advanced Features Package : 3 : 3

Stats iQ : 1

Developer Tools : 1

CoreXM K12 District (Unlimited) : 1

Research Suite K-12 District Core (Unlimited) : 86,000

# Order Form

Parties:	Carahsoft Technology Corp 11493 Sunset Hills Road, Suite 100 Reston, VA 20190	Fort Worth Independent School District   TX 100 N University Dr Fort Worth TX 76107 United States ( <b>"Customer"</b> )
Effective Date:	The date the order is processed.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at <a href="https://www.qualtrics.com/resale-terms-of-service/">https://www.qualtrics.com/resale-terms-of-service/</a> (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> <li>- Service Level Exhibit</li> <li>- Fees Exhibit</li> <li>- Cloud Service Exhibit</li> </ul>	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		

**Service Level Exhibit****Service Levels**

1. **Availability.** Qualtrics ensures that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the internet in general; (ii) a Customer-caused event; or (iii) any force majeure event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below \* (1/12 current annual Fees paid for Cloud Service affected by Downtime). All times listed immediately below are per calendar month.
  1. If Downtime is 30 minutes (=99.93%) or less, no Fee Credit Percentage is awarded.
  2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

# Order Form

## Fees Exhibit

### License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	12

### Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Aug-2024 TO 31-Jul-2025	Cloud Professional	\$ 298,421.05 \$0.00	Effective Date	Net 30	Q-43564629
<b>Total</b>		<b>USD \$ 298,421.05</b>			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

#### Excess Use

The Cloud Service is subject to Usage Metrics and volume specified in the Order Forms and Documentation. Any use of the Cloud Service that exceeds this scope shall incur additional fees. Fees accrue from the date the excess use began. Customer will execute an Order Form for additional quantities of the applicable Usage Metrics promptly upon Qualtrics' request, and/or pay any invoice for excess use, which will be sent on the next anniversary of the current annual period with net 30 payment terms. Customer will pay for excess use based on Qualtrics' prices on the date the excess use began.



# Order Form

## Cloud Service Exhibit

**Cloud Service Renewal (not applicable to pilots or proofs of concept).** Upon expiration of the full contract term as set out in the Fees Exhibit ("Initial Term") and each subsequent renewal term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides written notice of non-renewal or modification at least 90 days prior to the end of the applicable term.

*[Description of Services on following page]*

# Order Form

**YEAR 1**  
**Q-43564629**

## CLOUD SERVICE

VOCK12;RSK12District

Closed-Loop Follow Up : 1  
CX K-12 : 1  
ExpertReview - Response Quality (Advanced) : 1  
Principal Level Access : 1  
Text iQ : 1  
XM Directory - State of the Art : 1  
Public Dashboards : 1  
Website Feedback : 1  
Vocalize Core : 1  
Advanced Distribution Package : 2 : 2  
Role Based Dashboards : 1  
Advanced Features Package : 3 : 3  
Stats iQ : 1  
Developer Tools : 1  
CoreXM K12 District (Unlimited) : 1  
Research Suite K-12 District Core (Unlimited) : 86,000

The Cloud Services purchased are subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/usage-metric-definitions/>  
The Cloud Services purchased are subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/usage-metric-definitions/>

Qualtrics permits Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE PURCHASE OF CERTIFICATION PREPARATION MATERIALS, PRACTICE TESTS, AND EXAM LICENSES**

**BACKGROUND:**

The Career and Technical Education (CTE) Department provides over fifty industry-based certification (IBC) exams to students in forty distinct programs of study. In order to ensure students are prepared for the state-aligned tests, the CTE Department provides certification preparation material and practice tests for all certification exams. Students enrolled in the Business, Engineering, Architecture, Arts A/V, and Computer Science programs sit for Entrepreneurship and Small Business, Microsoft Office, Autodesk, Adobe, and IT Specialist certification exams, respectively. Funds will be used to purchase certification materials for these programs.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
2. Decline to Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-11-6399-221

**COST:**

Not to exceed \$238,071

**VENDOR(S)/PROVIDER(S):**

Certiport (dba NCS Pearson, Inc.)

**PURCHASING MECHANISM:****Competitive Solicitation**

RFP 21-071-D CTE Material, Services, and Equipment

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b). The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Amon Carter-Riverside High School  
Arlington Heights High School  
South Hills High School  
Diamond Hill-Jarvis High School  
Paul Laurence Dunbar High School  
Eastern Hills High School  
North Side High School  
Polytechnic High School  
R.L. Paschal High School  
Trimble Technical High School  
Southwest High School  
Western Hills High School  
O.D. Wyatt High School  
Benbrook Middle/High School  
Young Women's Leadership Academy  
Young Men's Leadership Academy  
World Languages Institute  
TCC South/FWISD Collegiate High School  
I.M. Terrell Academy for STEM & VPA

**RATIONALE:**

IBCs represent industry-valued skills and learning that lead to employment and act as a springboard for higher levels of achievement to ensure students' independence and success in life beyond high school. In order to prepare students for college, career, and community leadership, the CTE Department pursues the purchase of materials for students to prepare for and be successful on certification exams. IBCs are also an important component of accountability.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149174  
Certiport ID 90075521

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Young Men's Leadership Academy--Fort Worth  
ISD

Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Young Men's Leadership Academy--Fort Worth  
ISD

Ship To 5100 Willie St  
Fort Worth, TX 76105  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	30.00	\$98.00	\$2,940.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	\$1,050.00	\$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	\$3,588.00	\$3,588.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$8,363.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149174
Certiport ID	90075521

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149174
Certiport ID	90075521

implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.





A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149148  
Certiport ID 90041740

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name North Side High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name North Side High School--Fort Worth ISD  
Ship To North Side High School  
2211 McKinley Ave  
Fort, TX 76164  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1106517	ACU Exam Voucher + Retake	30.00	\$80.00	\$2,400.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1106522	ESB Voucher with Retake	20.00	\$73.00	\$1,460.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$11,835.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions.





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149148
Certiport ID	90041740

Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149148
Certiport ID	90041740

under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149077  
Certiport ID 90055229

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Amon Carter-Riverside High School--Fort Worth  
ISD

Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Amon Carter-Riverside High School--Fort Worth  
ISD

Ship To 3301 Yucca  
Fort Worth, TX 76111  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,650.00	\$1,650.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$6,850.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149077  
Certiport ID 90055229

any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay. 86

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149077
Certiport ID	90055229

Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.





A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149146  
Certiport ID 90041743

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name Eastern Hills High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Eastern Hills High School--Fort Worth ISD  
Ship To 5701 Shelton St.  
Fort Worth, TX 76112  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	\$3,588.00	\$3,588.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$11,578.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

88

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149146
Certiport ID	90041743

returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149146
Certiport ID	90041743

reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.





A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149175  
Certiport ID 90077195

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name TCC South FWISD Collegiate High School--Fort Worth ISD

Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name TCC South FWISD Collegiate High School--Fort Worth ISD

Ship To 5301 Campus Dr.  
Fort Worth, TX 76119  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1105426	(CCI) MOS Jasperactive eCourse and CertPREP Site License (Full Suite) 1 Year K12/WFD	1.00	\$4,199.00	\$4,199.00
1101634	MOS License - US K-12	1.00	\$3,894.00	\$3,894.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$8,093.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149175  
Certiport ID 90077195

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149175
Certiport ID	90077195

independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149172  
Certiport ID 90080661

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name World Languages Institute--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name World Languages Institute--Fort Worth ISD  
Ship To 4921 Benbrook Hwy  
Fort Worth, TX 76116  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	\$3,894.00	\$3,894.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$550.00	\$550.00
1106522	ESB Voucher with Retake	30.00	\$73.00	\$2,190.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	20.00	\$105.00	\$2,100.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$11,509.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149172
Certiport ID	90080661

Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii)



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149172
Certiport ID	90080661

replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149168  
Certiport ID 90055230

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name Young Women's Leadership Academy--Fort Worth ISD

Bill To 100 N University  
Suit NW140-E  
Fort Worth, TX 76107  
USA

Ship To Name Young Women's Leadership Academy--Fort Worth ISD

Ship To 1066 W. Magnolia Avenue  
Fort Worth, TX 76104  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1106517	ACU Exam Voucher + Retake	30.00	\$80.00	\$2,400.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$9,780.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149168
Certiport ID	90055230

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149168
Certiport ID	90055230

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149173  
Certiport ID 90080660

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Benbrook Middle High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Benbrook Middle High School--Fort Worth ISD  
Ship To 201 Overcrest Drive  
Benbrook, TX 76126  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1108816	(LearnKey) Adobe Pro ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1103875	Adobe Pro Voucher with Retake and CertPREP Practice Test	40.00	\$99.00	\$3,960.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	30.00	\$98.00	\$2,940.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	\$1,050.00	\$1,050.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	40.00	\$114.00	\$4,560.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$14,080.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149173
Certiport ID	90080660

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149173
Certiport ID	90080660

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149166  
Certiport ID 90048739

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name O.D. Wyatt High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name O.D. Wyatt High School--Fort Worth ISD  
Ship To O.D. Wyatt High School--Fort Worth ISD  
2400 E. Seminary Dr.  
Fort Worth, TX 76119  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	\$3,894.00	\$3,894.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	20.00	\$114.00	\$2,280.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$14,759.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or applied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions.





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149166
Certiport ID	90048739

Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of ~~the~~ information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149166
Certiport ID	90048739

under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149167  
Certiport ID 90040482

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name R. L. Paschal High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name R. L. Paschal High School--Fort Worth ISD  
Ship To 3001 Forest Park Blvd.  
Fort Worth, TX 76110  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1107585	(BrainBuffet) Adobe Pro ecourses, Full Suite, 500 user K12 (BrainBuffet platform)	1.00	\$2,890.00	\$2,890.00
1107593	(BrainBuffet) MOS Full Suite Package 500 user License K12 (BrainBuffet platform)	1.00	\$2,360.00	\$2,360.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$5,250.00

*Grand Total does not include applicable taxes which may be charged.*

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149167
Certiport ID	90040482

relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without

**A PEARSON VUE BUSINESS**

Prepared By Darrell Probst  
Email  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149167  
Certiport ID 90040482

giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149165  
Certiport ID 90041737

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Western Hills High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Western Hills High School--Fort Worth ISD  
Ship To Western Hill High School  
3600 Boston Ave.  
Fort Worth, TX 76116  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$550.00	\$550.00
1106522	ESB Voucher with Retake	40.00	\$73.00	\$2,920.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$10,660.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149165
Certiport ID	90041737

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149165
Certiport ID	90041737

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.





A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149164  
Certiport ID 90041744

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Southwest High School--Fort Worth ISD  
Bill To Accounts Payable  
100 N University, Suite NW 140-E  
Fort Worth, TX 76133  
USA

Ship To Name Southwest High School--Fort Worth ISD  
Ship To 4100 Altamesa Blvd.  
Fort Worth, TX 76133  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1106517	ACU Exam Voucher + Retake	20.00	\$80.00	\$1,600.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$8,980.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149164
Certiport ID	90041744

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149164
Certiport ID	90041744

implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.





A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149144  
Certiport ID 90007435

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Trimble Technical High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Ft Worth, TX 76116  
USA

Ship To Name Trimble Technical High School--Fort Worth ISD  
Ship To 1003 W Cannon  
Ft Worth, TX 76104  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,650.00	\$1,650.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	\$3,894.00	\$3,894.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	\$3,588.00	\$3,588.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	30.00	\$105.00	\$3,150.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$21,057.00

*Grand Total does not include applicable taxes which may be charged.*

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149144
Certiport ID	90007435

writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149144
Certiport ID	90007435

competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149151  
Certiport ID 90041741

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name Polytechnic High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Polytechnic High School--Fort Worth ISD  
Ship To Polytechnic High School  
1300 Conner Avenue  
Fort Worth, TX 76105  
USA

**Prepared For**

Perry Pettigrew

[perry.pettigrew@fwisd.org](mailto:perry.pettigrew@fwisd.org)

Product ID	Product	Quantity	Sales Price	Total Price
1108816	(LearnKey) Adobe Pro ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108827	(LearnKey) Intuit ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1105156	Intuit Certifications Exam Voucher + Retake + CertPREP Practice Test	30.00	\$108.00	\$3,240.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1106522	ESB Voucher with Retake	30.00	\$73.00	\$2,190.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$12,605.00

*Grand Total does not include applicable taxes which may be charged.*

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

118

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149151
Certiport ID	90041741

writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149151
Certiport ID	90041741

competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149169  
Certiport ID 90082564

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name I.M. Terrell Academy For STEM and VPA--Fort Worth ISD

Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name I.M. Terrell Academy For STEM and VPA--Fort Worth ISD

Ship To 1900 IM Terrell Way  
Fort Worth, TX 76102  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	\$3,894.00	\$3,894.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$550.00	\$550.00
1106522	ESB Voucher with Retake	40.00	\$73.00	\$2,920.00
1107356	(LearnKey) IT Specialist ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1107341	IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	\$3,848.00	\$3,848.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$14,597.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions.



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149169
Certiport ID	90082564

Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149169
Certiport ID	90082564

under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149076  
Certiport ID 90041742

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name Dunbar High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Dunbar High School--Fort Worth ISD  
Ship To 5700 Ramey Avenue  
Fort Worth, TX 76112  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	10.00	\$114.00	\$1,140.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	10.00	\$98.00	\$980.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$10,095.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149076
Certiport ID	90041742

Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right, <sup>125</sup>or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii)



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149076
Certiport ID	90041742

replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149075  
Certiport ID 90041745

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Please email POs if possible. Otherwise send them to the mailing address above.

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name Diamond Hill-Jarvis High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Diamond Hill-Jarvis High School--Fort Worth ISD  
Ship To 1411 Maydell Street  
Fort Worth, TX 76106  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	30.00	\$98.00	\$2,940.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$550.00	\$550.00
1106522	ESB Voucher with Retake	35.00	\$73.00	\$2,555.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$14,020.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions.





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149075
Certiport ID	90041745

Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149075
Certiport ID	90041745

under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149079  
Certiport ID 90040484

\*\*\* This is not an invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc  
1633 W Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name South Hills High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name South Hills High School--Fort Worth ISD  
Ship To 6101 McCart  
Fort Worth, TX 76123  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$6,595.00

*Grand Total does not include applicable taxes which may be charged.*

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.



Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149079
Certiport ID	90040484

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles,



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149079
Certiport ID	90040484

including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149229  
Certiport ID 90041738

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

Bill To Name Arlington Heights High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name Arlington Heights High School--Fort Worth ISD  
Ship To Arlington Heights High School  
4501 West Freeway  
Fort Worth, TX 76107  
USA

**Prepared For**

Tracey Norton

[tracey.norton@fwisd.org](mailto:tracey.norton@fwisd.org)

Product ID	Product	Quantity	Sales Price	Total Price
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$550.00	\$550.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,650.00	\$1,650.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$595.00	\$595.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	10.00	\$98.00	\$980.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1106522	ESB Voucher with Retake	30.00	\$73.00	\$2,190.00
1107333	IT Specialist Voucher + Retake	30.00	\$84.00	\$2,520.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$15,255.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149229
Certiport ID	90041738

Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

- 1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.
- 2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.
- 3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.
- 4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.
- 5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.
- 6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.
- 7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.
- 8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.
- 9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**
- 10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.
- 11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.
- 12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.
- 13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer <sup>134</sup> Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149229
Certiport ID	90041738

Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

Prepared By Darrell Probst  
Email [darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)  
Created Date 5/29/2024  
Expiration This quote is valid until 08/01/2024  
Quote Number 00149163  
Certiport ID 90040482

\*\*\* This is not an Invoice. Please do not send payment from this quote. \*\*\*

**Mailing Address**

Certiport, a business of NCS Pearson, Inc.  
1633 W. Innovation Way, 5th Floor  
Lehi, UT 84043  
USA

**Please email POs if possible. Otherwise send them to the mailing address above.**

[darrell.probst@pearson.com](mailto:darrell.probst@pearson.com)

**Corporate Address**

5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Federal Tax ID Number: 41-0850527

Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name R. L. Paschal High School--Fort Worth ISD  
Bill To 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116  
USA

Ship To Name R. L. Paschal High School--Fort Worth ISD  
Ship To 3001 Forest Park Blvd.  
Fort Worth, TX 76110  
USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1105133	Adobe Pro Campus License Web Design & Dev +up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(Gmetrix Platform)	1.00	\$5,200.00	\$5,200.00
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	\$3,894.00	\$3,894.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	\$1,395.00	\$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	\$3,588.00	\$3,588.00
1107356	(LearnKey) IT Specialist ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$1,395.00	\$1,395.00
1107341	IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	\$3,848.00	\$3,848.00

**\*\* All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.**

Grand Total \$22,110.00

Grand Total does not include applicable taxes which may be charged.

Purchasing Mechanism 21-071-D  
CTE Material, Services, and Equipment

**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

**1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in



A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149163
Certiport ID	90040482

writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

**2. Implementation of Services.** Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

**3. Payment, Prices and Setoff.** Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

**4. Title.** Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

**5. Termination or Cancellation of this Agreement.** This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

**6. Parental Consent Form.** Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

**7. Legal Compliance.** Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

**8. Intellectual Property.** Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

**9. Limited Warranty.** Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

**10. Limitation of Liability.** In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

**11. Buyer Specifications Indemnity.** Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

**12. Confidentiality.** Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

**13. Infringement by Seller.** Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

**14. Infringement by Buyer.** Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of





A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	<a href="mailto:darrell.probst@pearson.com">darrell.probst@pearson.com</a>
Created Date	5/29/2024
Expiration	This quote is valid until 08/01/2024
Quote Number	00149163
Certiport ID	90040482

competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

**15. Force Majeure.** The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

**16. General.** It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE PURCHASE OF CYBERSECURITY CURRICULUM**

**BACKGROUND:**

The Career and Technical Education (CTE) Department provides curriculum resources to students in forty distinct programs of study in order to ensure students are prepared for the state-aligned tests. Funds will be used to purchase curriculum for the Cybersecurity program of study.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Cybersecurity curriculum
2. Decline to Approve Purchase of Cybersecurity curriculum
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Cybersecurity curriculum

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-11-6399-221
	199-11-6299-221
	199-11-6499-221

**COST:**

Not-to-exceed \$102,690

**VENDOR(S)/PROVIDER(S):**

Coherent Cyber Education

**PURCHASING MECHANISM:**

TIPS 210101

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Eastern Hills High School

Trimble Technical High School

**RATIONALE:**

Students enrolled in the Cybersecurity program sit for the CompTIA Security+ exam/industry-based certification (IBC) which is directly aligned with the curriculum being purchased. IBCs represent industry-valued skills and learning that lead to employment and act as a springboard for higher levels of achievement to ensure students' independence and success in life beyond high school. In order to prepare students for college, career, and community leadership, the CTE Department pursues the purchase of materials for students to prepare for and be successful on certification exams. IBCs are also an important component of accountability.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



# Coherent Cyber Education

## Cybersecurity Curriculum Quote

### Company Address

4241 Potomac, Dallas, Texas 75205  
Phone: (214) 542-6644

Date 6/3/2024  
Quotation # 1012  
Customer ID FWISD - C

### Quotation For

Fort Worth ISD  
Attn: Robert Wright, Career & Technical Education  
Accounts Payable  
7006 Camp Bowie  
Fort Worth, Texas 76107

Quotation valid until 9/3/2024  
Prepared by SM

### Comments or Special Instructions

This quote reflects a multi year quote for 160 students and 2 teachers.

Contract concludes June 30, 2026

Quantity	Description	Unit Price	Taxable	Amount
160	Cybersecurity Curriculum - Curriculum/Virtual Range & Skills Training	\$ 680.00	No	\$ 108,800.00
1	Live Technical Support for Customer Success per Campus	\$ 800.00	No	\$ 800.00
2	Teacher Access and Onboarding - One-time Fee per Teacher	\$ 2,250.00	No	\$ 4,500.00
160	Virtual Computer Machines - Windows and Linux Operating Systems	Complementary		\$ -

Thank you for the opportunity to serve your students!

Sub-total	\$ 114,100.00
Tax Rate	Exempt
Multi-year discount	(\$11,410)
Total	\$ 102,690.00

TIPS 210101

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC: APPROVE PURCHASE OF MUSIC SOFTWARE SUBSCRIPTIONS**

**BACKGROUND:**

The Visual & Performing Arts Department implemented the use of the platform assessment tool for students and teachers with the goal of providing a consistent tool to gauge knowledge, skills, and the growth of each student over the instructional year. Through the assessment, deficiencies and areas of strength were identified to assist with improving student achievement.

The platform includes embedded material for all levels, encompassing fundamental and technical exercises, graded repertoire, and infinite amounts of scaffolded sight-reading. It also provides a practice platform for any assigned material, as well as graded assessment tools. All material and assignments on the platform can be accessed by music students through any laptop or smart device.

As FWISD seeks to attract and retain new, highly effective teachers for our most critical campuses, the platform emerges as a seasoned analytic ally. With its sophisticated, web-based system boasting roster verification and value-added analysis, the platform offers a robust solution for comprehensively and accurately measuring the impact of classroom music educators on student learning and achievement. Moreover, this partnership equips the district with metrics and tools to quantitatively assess the effectiveness of classroom instruction in fostering tangible growth in student learning and achievement.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Music Software Subscriptions
2. Decline to Approve Purchase of Music Software Subscriptions
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Music Software Subscriptions

**FUNDING SOURCE:**

**Additional Details**

ESSER Fund	282-11-6399-950..... \$239,053.20
ESSER Fund	282-11-6399-950.....\$5,580

**COST:**

\$244,633.20

**VENDOR(S)/PROVIDER(S):**

Music Sales Digital Services LLC db.'s MusicFirst

**PURCHASING MECHANISM:**

Cooperative Agreement

This purchase is in accordance with the Texas Education Code Section 44.031(a)(4) regarding school district purchases made through an Cooperative Agreement. Pricing was obtained through The Interlocal Purchasing System TIPS Contract #210101, Technology Solutions, Products and Services. All firms responding to this solicitation have been qualified to provide services per the proposal's specifications. Supporting documentation is attached. The recommended vendor is listed above.

***Purchasing Support Documents Needed:***

TIPS Contract and MusicFirst Quote

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All elementary, middle, and high school music and art programs

**RATIONALE:**

These subscriptions provide a comprehensive learning management system for essential knowledge and skills in music education by providing teaching aides, practice platforms and assessment tools (for music and art) that unify learning criteria and goals across the district. This subscription was previously utilized by district teachers and specialists and found to provide the most effective platform for our needs. Training is provided to each teacher by the vendor as part of the annual subscription which began in the 2020-2021 school year. Consent for purchase will allow our subscription to continue for 2024-25 and add an art assessment tool through additional subscriptions.

As FWISD continues implementation of the TIA, it is necessary to provide an analytical diagnostic component to form the evidential bases for recommendations of TIA designations and to quantify congruence between a teacher's ratings in the Texas Teacher Evaluation and Support System (T-TESS) and their value-added or instructional impact on student growth and results. T-TESS is qualitative in nature; therefore, providing congruency measures between the qualitative T-TESS

evaluation cycle data and end of year student growth outcomes is critical to the FWISD Teacher Incentive Allotment (TIA).

The web-based platform will provide transparency to all stakeholders and key data to our staff regarding teacher designations. MusicFirst will provide FWISD with reliable and unbiased estimates of student growth and teacher impact. As FWISD progresses with its implementation of the Teacher Incentive Allotment, MusicFirst will assist the district with data analysis for designation descriptions and validation of the District's data.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



# musicfirst

Music Sales Digital Services, LLC (dba MusicFirst)  
**Orders:** 180 Madison Ave, 24th Floor, New York, NY 10016  
**Remittance:** 2 Old State Route 17, Chester, NY 10918  
 orders@musicfirst.com | Fax: 800 645 1917

Prepared By	Mike Olander	Quote Number	00028357
Phone	(515) 446-8742	Created Date	5/9/2024
Email	mike@musicfirst.com	Expiration Date	6/14/2024
Bill To Name	Fort Worth ISD	Account Name	Fort Worth ISD
Bill To	7060 Camp Bowie Blvd Fort Worth, TX 76116 United States	Contact Name	Jesse Cannon II
		Phone	(817) 871-2000
		Email	jesse.cannon@fwisd.org

Product	Sales Price	Quantity/Seats	Discount (Percentage)	Total Price	Line Item Description
MusicFirst Classroom - Setup fee and lifetime technical support	USD 99.00	1		USD 99.00	
MusicFirst Classroom (basic edition, no automatic software included), annual subscription, per user	USD 5.00	8,200		USD 41,000.00	* NEW * Secondary Art implementation
Training: Half day, on-site (3 hours contact time)	USD 795.00	2		USD 1,590.00	This covers on demand troubleshooting w/teachers and oversight of TIA testing.
Training - delivered online, per hour	USD 150.00	2	10.00%	USD 270.00	

Grand Total USD 42,959.00

## To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

Extra details The Interlocal Purchasing System (TIPS) Contract:  
 210101 [Technology Solutions, Products and Services](#)

Subscription access 7/1/2024 – 6/30/2025

# musicfirst

Music Sales Digital Services, LLC (dba MusicFirst)  
**Orders:** 180 Madison Ave, 24th Floor, New York, NY 10016  
**Remittance:** 2 Old State Route 17, Chester, NY 10918  
 orders@musicfirst.com | Fax: 800 645 1917

Prepared By	Mike Olander	Quote Number	00028355
Phone	(515) 446-8742	Created Date	5/9/2024
Email	mike@musicfirst.com	Expiration Date	6/14/2024
Bill To Name	Fort Worth ISD	Account Name	Fort Worth ISD
Bill To	7060 Camp Bowie Blvd Fort Worth, TX 76116 United States	Contact Name	Jesse Cannon II
		Phone	(817) 871-2000
		Email	jesse.cannon@fwisd.org

Product	Sales Price	Quantity/Seats	Discount (Percentage)	Total Price	Line Item Description
MusicFirst Performance Bundle including MusicFirst Classroom, Focus on Sound, PracticeFirst & Sight Reading Factory	USD 0.00	10,796		USD 0.00	fwisd.musicfirstclassroom.com
MusicFirst Classroom (includes Focus on Sound, Resources, Content, Gradebook, Calendar and more)	USD 6.00	10,796	10.00%	USD 58,298.40	
Discount	USD -0.90	10,796		USD -9,716.40	Performance Bundle Discount
PracticeFirst - add to MusicFirst Classroom	USD 4.00	10,796	10.00%	USD 38,865.60	
Sight Reading Factory (per user pricing 100+ seats), annual subscription	USD 2.00	10,796	10.00%	USD 19,432.80	
Auralia First (100+ seats, per seat pricing) - add to MusicFirst Classroom	USD 2.00	10,796	10.00%	USD 19,432.80	
Noteflight Learn (per user price), annual subscription	USD 2.00	10,796		USD 21,592.00	
Noteflight Learn - Base subscription package, annual subscription	USD 49.00	1		USD 49.00	
Training: Half day, on-site (3 hours contact time)	USD 795.00	2		USD 1,590.00	This covers on demand troubleshooting w/teachers and oversight of TIA testing.
Training - delivered online, per hour	USD 150.00	2	10.00%	USD 270.00	

Grand Total USD 149,814.20

## To Order:

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.



Music Sales Digital Services, LLC (dba MusicFirst)  
**Orders:** 180 Madison Ave, 24th Floor, New York, NY 10016  
**Remittance:** 2 Old State Route 17, Chester, NY 10918  
orders@musicfirst.com | Fax: 800 645 1917

Extra details

The Interlocal Purchasing System (TIPS) Contract:  
210101 [Technology Solutions, Products and Services](#)

Subscription access 7/1/2024 – 6/30/2025



Music Sales Digital Services, LLC (dba MusicFirst)  
**Orders:** 180 Madison Ave, 24th Floor, New York, NY 10016  
**Remittance:** 2 Old State Route 17, Chester, NY 10918  
 orders@musicfirst.com | Fax: 800 645 1917

Prepared By	Mike Olander	Quote Number	00028356
Phone	(515) 446-8742	Created Date	5/9/2024
Email	mike@musicfirst.com	Expiration Date	6/14/2024
Bill To Name	Fort Worth ISD	Account Name	Fort Worth ISD
Bill To	7060 Camp Bowie Blvd Fort Worth, TX 76116 United States	Contact Name	Jesse Cannon II
		Phone	(817) 871-2000
		Email	jesse.cannon@fwisd.org

Product	Sales Price	Quantity/Seats	Discount (Percentage)	Total Price	Line Item Description
MusicFirst Classroom (basic edition, no automatic software included), annual subscription, per user	USD 5.00	10,000		USD 50,000.00	fwisdtdia.musicfirstclassroom.com
Training: Half day, on-site (3 hours contact time)	USD 795.00	2		USD 1,590.00	This covers on demand troubleshooting w/teachers and oversight of TIA testing.
Training - delivered online, per hour	USD 150.00	2	10.00%	USD 270.00	

Grand Total USD 51,860.00

**To Order:**

Fax PO to 800 645 1917 or email orders@musicfirst.com. Include Tax Exempt number & email for Accounts Payable. Contact your MusicFirst Sales Manager for credit card payments. A Getting Started Questionnaire (required for setup) will be sent by email. Site is set up within 2 business days. Questions? Email orders@musicfirst.com or call 855 896 3344.

Extra details The Interlocal Purchasing System (TIPS) Contract:  
 210101 [Technology Solutions, Products and Services](#)

Subscription access 7/1/2024 – 6/30/2025

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC: APPROVE PURCHASE OF MUSIC INSTRUCTIONAL MATERIALS**

**BACKGROUND:**

The Texas Education Agency (TEA) adopted textbook subscription for elementary music (K-5) instructional materials issued in 2015 has expired. An instructional resource is needed to support students and teachers during the gap years until the subsequent Proclamation in 2027.

This customizable digital platform offers on-demand access to a standards-aligned music curriculum, Pre-K through 8th, exclusively for music education. The one (1) year purchase includes product training and implementation support. Materials will be reusable yearly with subsequent purchases of this platform or until Proclamation in 2027. The cost is for a 12-month subscription.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Music Instructional Materials
2. Decline to Approve Purchase of Music Instructional Materials
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Music Instructional Materials

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
-------------------------------	----------------------------------

ESSER Fund	282-21-6399-950
------------	-----------------

**COST:**

\$130,725.00

**VENDOR(S)/PROVIDER(S):**

QuaverEd, Inc.

**PURCHASING MECHANISM:**

Competitive Solicitation

Bid/Proposal

Fort Worth ISD RFP Number: 21-091-H

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

***Purchasing Support Documents Needed:***

Solicitation - Bid Summary / Evaluation

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Elementary Schools

**RATIONALE:**

QuaverEd Music is a customizable digital platform that provides teachers with a user-friendly, engaging resource to deliver quality music instruction in the elementary music classroom. The software includes thousands of songs that are inclusive and from diverse cultures, standards-aligned lessons, videos, assessments, and interactive activities for students. The students are assigned their own accounts which makes it possible to compose their own music and save it to send to their teachers for assessment and feedback. QuaverEd offers ongoing professional development and coordination with the Vocal & Elementary Music Department to ensure that the entire curriculum is available to all teachers and students through the district platform. All lessons can be customized and added to Canvas for ease of use. In addition, teachers will be able to collaborate across the district within the QuaverEd program.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



# Quote

Fort Worth ISD

Date: 4/26/2024

**License Length: 1 year (7/1/2024-7/1/2025)**

Item Description:	Grades	# of Schools	Unit	Total
QuaverMusic	K-5	83	\$1,575.00	\$130,725.00
Quarterly Content Updates				INCLUDED
Student Access to Student Resources				INCLUDED
24/7 Access to 50+ Hours of Online Resources/PD				INCLUDED
			<b>Total</b>	<b>\$130,725.00</b>

*\*Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.*

**Includes all of the following elements:**

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- ClassPlay
- Bach's Brain
- World Music
- Student Accounts
- Online Quaver Classrooms
- Virtual Training Program

*Proposal valid for 90 days.*

**QuaverEd.com**  
**65 Music Square West**  
**Nashville, TN 37203**

Carlie Phillips  
 Director of Sales  
 CarliePhillips@QuaverEd.com  
 731.697.7809





# Quote

Quote: 1888, Version: 1

**Prepared For:** FORT WORTH ISD  
(4819700)

**Date:** 12/28/2023

**To place your order, send the following information to  
salessupport@quavered.com:**

- 1) PO or other form of payment, and tax exempt certificate (if applicable).
- 2) Billing information including email address. We email all invoices.
- 3) List of teachers/users including the user's name, email address and school location.

Item Description	Quantity	Unit Price	Unit Price After Discounts	Line Total
------------------	----------	------------	----------------------------------	------------

Quaver Music Curriculum K-5 - TEXAS, 1-Year License	83	\$1,575.00	\$130,725.00
<b>Sub Total</b>			<b>\$130,725.00</b>
<b>Tax</b>			<b>\$0.00</b>
<b>*Total</b>			<b>\$130,725.00</b>

**Notes:**

Quaver Texas Music Curriculum K-5, 1-Year Renewal Quote 52764 for Fort Worth ISD, TX

\*Sales Tax will be included on final invoice unless Tax Exempt Certificate is included at time of purchase.

**Includes all of the following elements:**

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- Auto-Graded Assessments
- Class Play
- Bach's Brain
- World Music
- Virtual Training Program
- Student Accounts
- Online Quaver Classrooms

**Quote valid for 90 days.**

**Credit card orders over \$10,000 may be subject to a 3% processing fee.**

**Contact:**

Carlie Phillips

carliephillips@quavermusic.com

Direct: (629) 702-7382

Office: (866) 917-3633



## **CONSENT AGENDA ITEM**

### **BOARD MEETING**

**July 23, 2024**

#### **TOPIC: APPROVE PURCHASE OF ART INSTRUCTIONAL MATERIALS & PROFESSIONAL LEARNING**

#### **BACKGROUND:**

The resources provided by PRO Learning offer a personalized approach to support the wide range of art courses offered and techniques required for appropriate instruction. The platform allows for targeted support for each Visual Arts teacher and the content they teach that cannot be duplicated by staff. The content develops the pedagogical skills needed to provide appropriate instructional strategies by artistically trained teachers. Providing a consistent and uniform support system to teachers will increase student advancement.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

1. Approve Purchase of Art Instructional Materials & Professional Learning
2. Decline to Approve Purchase of Art Instructional Materials & Professional Learning
3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Art Instructional Materials & Professional Learning

#### **FUNDING SOURCE:**      *Additional Details*

ESSER Fund                      282-13-6399-950-22F32

#### **COST:**

\$88, 603.68

#### **VENDOR(S)/PROVIDER(S):**

The Art of Education University

**PURCHASING MECHANISM:**

*Cooperative Agreement*

EPCNT Allen ISD RFP 2020-MAY-61

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative contract. Pricing is obtained through the EPCNT Agreement. Supporting documentation is attached. The recommended vendor is listed above.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Fort Worth ISD campuses

**RATIONALE:**

The resources provided by PRO Learning offer targeted support for each individual Visual Arts teacher. Pro Learning will provide specific professional learning for the instructional techniques required of each variation of art course offered in the District to build capacity in our teachers. The continuation of this resource will increase student engagement and teacher retention while improving instructional delivery and student outcomes.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



# Fort Worth Independent School District - 176 PRO Learning Renewal

## Fort Worth Independent School District

7060 Camp Bowie Blvd.

Fort Worth, TX 76116

Reference: 20240112-153136505

Quote published: January 12, 2024

Quote expires: July 31, 2024

## Jesse Cannon

Director of Visual and Performing Arts

jesse.cannon@fwisd.org

817-814-2623

## Ebony Nicole Johnson

Fine Art Department Chair, I.M. Terrell Stem & VPA

Academy

ebony.johnson2@fwisd.org

(901) 387-8998; Office- 817-814-2628

## Comments from Cindy Tolliver

License Term: August 1, 2024-July 31, 2025

Cooperative Agreement — Allen ISD 2020-MAY-61

## Products & Services

Item & Description	Quantity	Unit Price	Total
PRO Learning   One Year Term	176	\$519.00	\$91,344.00
PRO Learning   Personalized professional learning platform with on-demand access to instructional video training and supplemental resources exclusively for art educators. Includes product training and implementation support.			for 1 year

Item & Description	Quantity	Unit Price	Total
<b>Enterprise Services   Premium</b> A comprehensive services package that includes access to a dedicated School Success Manager + Administrator License (1) + Unlimited Roster Changes + District Analytics Dashboard (coming 2024) + Standard Technical Onboarding (5 Business day) + Live Initial Product Training + Access to Advanced Product Training Options + AOEU Guided Implementation Plan + Annual Usage Insights + Funding Advocacy.	176	\$179.00	\$31,504.00 for 1 year
<b>Additional Dedicated   Live Virtual Initial Product Training</b> This 60 minute online training is designed to provide teachers with everything they need to get started using the products, including logging in, how to navigate the website, how to find specific content, and how to utilize various features for implementation. This helps increase teacher engagement and ensures they have everything they need to be successful.  Dedicated indicates that this training will be held with art teachers that are only located in your school district.	1	\$0.00	\$0.00 for 1 year
One-time subtotal			\$122,848.00
Premium Success Services Included With Your Renewal			(\$31,504.00)
Loyalty Discount			(\$2,740.32) 3% discount
<b>Total</b>			<b>\$88,603.68</b>

Purchase Terms

To complete your purchase in a timely manner, please provide the following documents:

- Purchase order (PO) and/or payment
- Sales tax exemption form, if applicable

[Click here](#) to review our contract terms and conditions. [Click here](#) to review our company's privacy policy. Enterprise-level user licenses reside with the contract holder and are subsequently transferrable. Payment terms are net 30.

By signing below, I acknowledge that I have read and understood AOEU’s terms and conditions and privacy policy.



**Any questions? Please let me know!**



Cindy Tolliver

"Senior School Success Manager"

[cindytolliver@theartofeducation.edu](mailto:cindytolliver@theartofeducation.edu)

+16413517148

The Art of Education University

518 Main Street

Suite A

Osage, IA 50461

## **CONSENT AGENDA ITEM**

### **BOARD MEETING**

**July 23, 2024**

**TOPIC:       APPROVE SOFTWARE SYSTEM TO CREATE, MONITOR, AND  
EVALUATE CAMPUS IMPROVEMENT PLANS AND DISTRICT  
IMPROVEMENT PLANS**

#### **BACKGROUND:**

The Texas Education Code (TEC) § 11.253 requires each principal and campus decision-making team to develop, review, and revise the Campus Improvement Plan (CIP). The CIP directs and supports the improvement of student performance for all student populations. These plans are essential to meet the District's and campuses' achievement goals.

Each CIP must:

- Include a review of the academic achievement for each student in the school
- Set the campus performance objectives based on the student achievement indicator system and projections
- Identify how the campus goals will be met for each student
- Determine the resources needed to implement the plan
- Identify staff needed to implement the plan
- Set timelines for reaching these goals
- Measure progress toward the performance objectives periodically to ensure that the plan is resulting in academic achievement
- Include goals and methods for violence prevention, intervention, and increased attendance,
- Provide for a program to encourage parental involvement at the campus.

Texas Education Code 11.253 requires that the Board of Trustees ensure that Campus Improvement Plans (CIP) for each campus are developed, reviewed, and revised annually for improving the performance of all students.

During the 2020-2021 school year, the District initiated a contract for a service agreement to obtain a software system to create, monitor, and evaluate school improvement plans. In addition to developing Campus Improvement Plans (CIPs), the software provided Fort Worth ISD capabilities to develop a District Improvement Plan. The District seeks consent to renew the service agreement for the 2024-2025 school year. The contract includes the software system and District wide summary reports to track funding by goal and to capture Site-Based Decision Making data for reporting purposes.

#### **STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Software System to Create, Monitor and Evaluate Campus Improvement Plans and District Improvement Plan
2. Decline to Approve Software System to Create, Monitor and Evaluate Campus Improvement Plan and District Improvement Plan
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Software System to Create, Monitor and Evaluate Campus Improvement Plans, and District Improvement Plan

**FUNDING SOURCE:**      **Additional Details**

Special Revenue	255-23-6399-006-XXX-24-528-000000-25F28 - \$2,400
	255-23-6299-006-XXX-24-528-000000-25F28 - \$27,300
	289-23-6399-006-XXX-24-512-000000-25F12 - \$71,500.

**COST:**

\$101,200

**VENDOR(S)/PROVIDER(S):**

806 Technologies

**PURCHASING MECHANISM:**

Cooperative Agreement

This purchase is in accordance with the Texas Education Code Section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Educational Purchasing Cooperative of North Texas, Contract RFP2018-06. Supporting documentation is attached. The recommended vendor is listed above. This purchase is Edgar compliant.

***Purchasing Support Documents Needed:***

Solicitation - Bid Summary / Evaluation

Inter-Local (IL)- Price Quote and IL Contract Summary Required

- Sole Source- Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency - Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Fort Worth ISD Campuses

**RATIONALE:**

These plans are critically important in our effort to meet the achievement imperatives of the District as well as the campuses. Board approval is necessary to meet the requirements of the Texas Education Code and to demonstrate a singularity of intent and purpose between the District Strategic Plan and the Campus Improvement Plans.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2

806 TECHNOLOGIES, INC.  
5760 Legacy Drive  
Suite B3-176  
Plano, TX 75024  
(877) 331-6160x3  
accounting@806technologies.com



Quote

ADDRESS  
Kandice Cole  
Fort Worth ISD  
District Service Center  
7060 Camp Bowie Blvd.  
Fort Worth, 76116

QUOTE # 1003290  
DATE 01/11/2024

SCHOOL YEAR START DATE                      SCHOOL YEAR END DATE  
July 1,    June 30,

ACTIVITY	QTY	RATE	AMOUNT
Plan4Learning:District Plan - Renewal Plan4Learning - District Improvement Planning Software -- FREE	1	0.00	0.00
Plan4Learning:Campus Plan - Renewal Plan4Learning - Campus Improvement Planning Software BuyBoard Contract #661-22	130	550.00	71,500.00

This estimate is for the 2024-25 school year.                      TOTAL                      \$71,500.00

For the period beginning on September 1, 2024 and ending on  
August 31, 2025.

Accepted By    Accepted Date

806 TECHNOLOGIES, INC.  
5760 Legacy Drive  
Suite B3-176  
Plano, TX 75024  
(877) 331-6160x3  
accounting@806technologies.com



Quote

ADDRESS  
Kandice Cole  
Fort Worth ISD District Service Center  
7060 Camp Bowie Blvd.  
Fort Worth, 76116

QUOTE # 1113306  
DATE 02/15/2024

ACTIVITY	QTY	RATE	AMOUNT
<b>Plan4Learning:P4L Improvement Planning How To - Onsite</b> One (1) 1-Hour, On-Site Session by an 806 Technologies Trainer for District and Campus personnel ~ Up to 60 participants	3	1,500.00	4,500.00
<b>Plan4Learning:P4L On-Site Training Travel</b> Plan4Learning On-Site Training Travel Expenses	3	1,600.00	4,800.00
<b>Plan4Learning:P4L Improvement Planning How To - Webinar</b> 1-Hour Live Webinar Training by an 806 Technologies Trainer for District and Campus personnel ~ Up to 60 participants BuyBoard Contract #661-22	12	1,500.00	18,000.00

This estimate is for the 2024-25 school year.

TOTAL

\$27,300.00

For the period beginning September 1, 2024 and ending on August 31, 2025.

Accepted By

Accepted Date

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC:       APPROVE THE AGREEMENT BETWEEN THE AVID CENTER AND  
FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR THE 2024 –  
2025 SCHOOL YEAR**

**BACKGROUND:**

This is a contract renewal of an existing program and professional development training for Fort Worth Independent School District (FWISD) AVID teachers. The AVID College Readiness System provides support for first generation college students in the areas of time management, organization, critical thinking and problem solving, planning, and goal setting. It supports academic achievement for all students on campuses where it is implemented with fidelity and guarantees college readiness for students enrolled in the AVID elective classes for 3 or more years. There are 22 secondary AVID sites in FWISD for the 2024 – 2025 school year.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve the Agreement between the AVID Center and Fort Worth Independent School District for the 2024 – 2025 school year
2. Decline to Approve the Agreement between the AVID Center and Fort Worth Independent School District for the 2024 – 2025 school year
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Agreement between the AVID Center and Fort Worth Independent School District for the 2024 – 2025 school year

**FUNDING SOURCE:**       **Additional Details**

**Special Revenue**

289-13-6411-512-               \$66,944.00

**General Fund**

199-11-6299-221               \$30,890.00

199-11-6495-221               \$90,438.00



**COST:**

Not to exceed \$200,000.00

**VENDOR(S)/PROVIDER(S):**

AVID CENTER

**PURCHASING MECHANISM:**

Competitive Solicitation  
FWISD RFP 21-083-K

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Arlington Heights High School  
Benbrook Middle/High School  
Diamond Hill-Jarvis High School  
Eastern Hills High School  
Green B. Trimble Technical High School  
IM Terrell Academy for STEM and VPA  
J. P. Elder Middle School  
Leadership Academy at Forest Oak  
Marine Creek Collegiate High School  
Meadowbrook Middle School  
Morningside Middle School  
North Side High School  
O. D. Wyatt High School  
Paul Laurence Dunbar High School  
Polytechnic High School  
R. L. Paschal High School  
Rosemont Middle School  
South Hills High School  
Western Hills High School  
William James Middle School  
Young Men's Leadership Academy  
Young Women's Leadership Academy

**RATIONALE:**

The AVID College Readiness System has a proven track record of success in preparing students for acceptance into and through college, as well as increased academic achievement for students.

Data is readily available that supports this record at national, state, district, and campus levels. AVID provides outstanding professional development for teachers and campus leaders, and its mission and methodology support FWISD's mission and several key initiatives.

Over the last four years, FWISD AVID seniors have graduated on time at 99% or higher and over 76% have been accepted into four-year institutions. We have also increased our percentage of AVID elective students who have been enrolled in AVID for multiple years by 25% over the last four years. AVID students are consistently taking courses allowing them to meet four-year college entrance requirements at an average of 98.2%. AVID seniors are also consistently completing four-year entrance requirements on an average of 92%. AVID seniors are taking the SAT/ACT exam at a rate of 96%.

Although the quote lists \$104,000, additional training will be provided to our AVID teachers and administrators at all AVID campuses in the Spring/Summer of 2025. The total the District is requesting is \$188,276, as defined by our current training, AVID dues, and contracted services needs; however, the total amount requested is not to exceed \$200,000 so that we may offer additional training to any new staff or administrators that we are not currently training in our plan for school year 2024/2025.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-89267  
Client: Fort Worth Independent School District  
Address: 7060 Camp Bowie Blvd.  
Fort Worth, TX 76116

AVID Center Representative: Raejah Burgess  
Phone: (858) 380-4722  
Email: rburgess@avid.org

Effective Date: July 01, 2024  
Services to be provided for the school year  
beginning on August 13, 2024.

Expiration Date: June 30, 2025

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID District Leadership Year 2	\$6,000.00	\$2,000.00	\$4,000.00
District Products SUBTOTAL:				<b>\$4,000.00</b>

Arlington Heights High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Arlington Heights High School SUBTOTAL:				<b>\$4,549.00</b>

Benbrook Middle High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Benbrook Middle High School SUBTOTAL:				<b>\$4,549.00</b>

Diamond Hill-Jarvis High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Diamond Hill-Jarvis High Sch SUBTOTAL:				<b>\$4,549.00</b>

Eastern Hills High School				
---------------------------	--	--	--	--

QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Eastern Hills High School SUBTOTAL:				<b>\$4,549.00</b>

Forest Oak Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Forest Oak Middle School SUBTOTAL:				<b>\$4,549.00</b>

Green B Trimble Tech High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Green B Trimble Tech High Sch SUBTOTAL:				<b>\$4,549.00</b>

I M Terrell Academy for STEM and VPA				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
I M Terrell Academy for STEM and VPA SUBTOTAL:				<b>\$4,549.00</b>

J P Elder Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
J P Elder Middle School SUBTOTAL:				<b>\$4,549.00</b>

Marine Creek Collegiate HS				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Marine Creek Collegiate HS SUBTOTAL:				<b>\$4,549.00</b>

Quote/Order

2024 - 2025 Fort Worth Independent School District Drafted: 05/17/2024

Meadowbrook Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Meadowbrook Middle School SUBTOTAL:				<b>\$4,549.00</b>

Morningside Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Morningside Middle School SUBTOTAL:				<b>\$4,549.00</b>

North Side High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
North Side High School SUBTOTAL:				<b>\$4,549.00</b>

O D Wyatt High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
O D Wyatt High School SUBTOTAL:				<b>\$4,549.00</b>

Paul Laurence Dunbar High Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Paul Laurence Dunbar High Sch SUBTOTAL:				<b>\$4,549.00</b>

Polytechnic High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Polytechnic High School SUBTOTAL:				<b>\$4,549.00</b>

R L Paschal High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
R L Paschal High School SUBTOTAL:				<b>\$4,549.00</b>

Rosemont Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Rosemont Middle School SUBTOTAL:				<b>\$4,549.00</b>

South Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
South Hills High School SUBTOTAL:				<b>\$4,549.00</b>

Western Hills High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Western Hills High School SUBTOTAL:				<b>\$4,549.00</b>

William James Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
William James Middle School SUBTOTAL:				<b>\$4,549.00</b>

Young Men's Leadership Academy				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00

Young Men's Leadership Academy SUBTOTAL:	\$4,549.00
--	------------

Young Women's Leadership Acad				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$0.00	\$3,929.00
1	AVID Weekly Secondary	\$699.00	\$0.00	\$620.00
Young Women's Leadership Acad SUBTOTAL:				\$4,549.00

TOTAL:	\$104,078.00
plus all applicable taxes	

Additional Comments:

RFP # 21-083-K



This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the “Client” identified above (“Ts&Cs”). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center’s website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center’s Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute (“SI”) equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center’s invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Fort Worth Independent School District

DocuSigned by:

*David S. Greulich*

ECA8539C066844D...

Sign: \_\_\_\_\_

Print Name: David S. Greulich

Title: Controller

Date: 6/28/2024 | 8:50 AM PDT

Email: contracts@avid.org

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594

**Exhibit "A"****AVID Center General Terms and Conditions**

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

**Article I. Definitions.** Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at <https://www.avid.org/Page/3290>. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

**Article II. Term.**

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

**Article III. Licenses.**

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license,

without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

### 3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

## Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

### 4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID Center in seeking a protective order or contesting such required

175 disclosure.



**Article V. Compensation.**

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

**Article VI. Representations and Warranties; Warranty Disclaimer.**

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

**6.2. Warranty Disclaimer.**

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

**Article VII. Limitation of Liability.**

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT

HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

**Article VIII. Termination.**

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder for services actually rendered and shall remain liable for its obligations, or other actions, that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

**Article IX. General Provisions**

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under Texas law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of Tarrant County, Texas shall have the exclusive jurisdiction over all disputes and causes of action relating to this Agreement.

**9.4. Dispute Resolution.**

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation in Tarrant County, Texas. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

9.5. **Force Majeure.** Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.6. **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.7. **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.8. **Waiver.** The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.9. **No Third-Party Beneficiaries.** Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.10. **No Assignment.** Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.11. **Amendment.** No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.12. **Headings; Construction.** Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.13. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.14. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

## Professional Learning Options

### Overview

**AVID Path to Schoolwide®** is a professional learning opportunity for educators in schools and/or districts who want to deepen AVID on their campus. The training focuses on implementing AVID WICOR® (Writing, Inquiry, Collaboration, Organization, and Reading) strategies in **all classrooms** and leadership support for schoolwide implementation.

Based on the teacher-developed, classroom-proven AVID College and Career Readiness System, Path to Schoolwide provides rigorous, sequential digital curriculum that promotes student achievement at the highest levels.

For a complete list of Path to Schoolwide trainings, please visit [avid.org/path](https://avid.org/path).

### Two Path to Schoolwide Options Available

Find the right Path to Schoolwide training for you:

AVID Center-Hosted Regional Path to Schoolwide	District AVID Path to Schoolwide
<p>Path to Schoolwide trainings are scheduled by AVID Center and may include educators from multiple districts. Training focus areas are pre-selected and may include elementary or secondary.</p> <p><i>For more information about AVID-hosted Regional Path trainings and upcoming dates, please visit <a href="https://avid.org/path">avid.org/path</a>.</i></p>	<p>Elementary, middle, or high school districts may contract with AVID Center to provide Path to Schoolwide trainings for educators in their district. Districts customize the training by selecting the focus areas to be offered. Districts may also host other districts as part of their Path to Schoolwide trainings.</p> <p>Districts who contract Path to Schoolwide trainings take full responsibility for completing the registration and payment process for all registrations associated with the training. If special arrangements are made for guests to attend the training, the hosting district maintains the responsibility of all costs of the training and will need to collect any payment directly from the invited guests.</p>

## Training Cost Details

<b>2024–2025 Costs*</b> 2024–2025 pricing is effective from 7/1/24 to 6/30/25.  *Pricing is based on when the service is provided.	<b>Details</b>
<b>District Path to Schoolwide Training</b>  See guidelines below for training requests between Monday, June 10, 2024, through Friday, August 9, 2024.	<p><b>Participants:</b> 20-person minimum per section</p> <p><b>AVID provides:</b></p> <ul style="list-style-type: none"> <li>Staff Developers, including their travel</li> <li>Digital curriculum, eLearning course access until May 31, 2025, and educational materials</li> </ul> <p><b>District provides:</b></p> <ul style="list-style-type: none"> <li>Training location, AV, Wi-Fi, and meals/refreshments</li> </ul> <p><b>Per Community of Practice:</b></p> <ul style="list-style-type: none"> <li>20–29 participants: \$600 per person</li> <li>30 or more participants – \$575 per participant</li> <li>Additional \$10 discount per participant for every 50 participants on contract, up to \$50 per participant max discount per training</li> </ul>
<b>Summer 2024 District Path to Schoolwide Training</b>  There are unique guidelines for District Path to Schoolwide trainings held between Monday, June 10, 2024, through Friday, August 9, 2024.  No events may be held on days of AVID Center scheduled summer events such as Summer Institute.	<p><b>Participants:</b> Participants: 200-person minimum per event; 20-person minimum per section</p> <p><b>AVID provides:</b></p> <ul style="list-style-type: none"> <li>Staff Developers, including their travel</li> <li>Digital curriculum, eLearning course access until May 31, 2025, and educational materials</li> </ul> <p><b>District provides:</b></p> <ul style="list-style-type: none"> <li>Training location, AV, Wi-Fi, and meals/refreshments</li> </ul> <p>Summer Path to Schoolwide trainings are not eligible for any incentives or additional discounts.</p> <p><b>Per Section:</b></p> <ul style="list-style-type: none"> <li>20–29 participants: \$600 per person</li> <li>30 or more participants – \$575 per participant</li> </ul>
<b>Next Steps</b>	<p>To begin the planning process for a Path to Schoolwide training, please complete the <a href="#">Event Request Form (ERF)</a>.</p> <p>The ERF will ask for information such as dates, times, location, Communities of Practice, and projected participation. Once completed, the ERF will move through an internal review process to ensure availability.</p> <p>Approved ERFs will lead to the development of the training contract and an assigned AVID Center Meeting Coordinator who will support the planning of the event.</p>

\*All costs quoted are for good-faith estimates and are subject to change until Agreement is in place. For budgeting purposes only.



# 2024 MEMBER PRICING

**\$1,099**

## Regular Member Pricing

Starts Thursday, May 2, 2024

**\$225**

## One-Day District Leadership

Registration is free for Superintendents, Assistant Superintendents, and Board Members.

**\$1,149**

## Late Registration Member Pricing

Less than 3 weeks before start date.

Please [click here](#) for Non-Member\* Pricing.

\*Not sure if your district or school is an AVID member? Contact us at [AVIDCare@avid.org](mailto:AVIDCare@avid.org) or 1-833-284-3227.

[Contact](#)

[System Status](#)

[Rest Assured Policy](#)

Copyright © 2024 AVID Center. All rights reserved.  
[Terms](#) | [Privacy Policy](#) | [Contact](#)

## FWISD AVID Program - Academic Return SY 2023-2024

FWISD has made significant strides in enhancing student readiness for college and career success through the AVID (Advancement Via Individual Determination) program. This program supports students in the academic middle who have the potential to excel in rigorous coursework but may need additional support to achieve their full potential. The program's growth and positive outcomes demonstrate FWISD's commitment to student success.

### Enrollment and Demographics

The AVID program in FWISD has experienced a steady increase in student enrollment, reflecting its growing impact and reach. For the 2023-2024 academic year, the program enrolled 4,161 students, compared to 3,734 students in the previous year. This growth of 11.4% demonstrates the AVID program's ability to attract and retain students. The demographic breakdown indicates that 73% of AVID students are Latino, 20% are African American, 4% are White, and 2% are Asian. This diverse representation underscores the program's inclusivity and its focus on serving students from various backgrounds.

### Program Impact

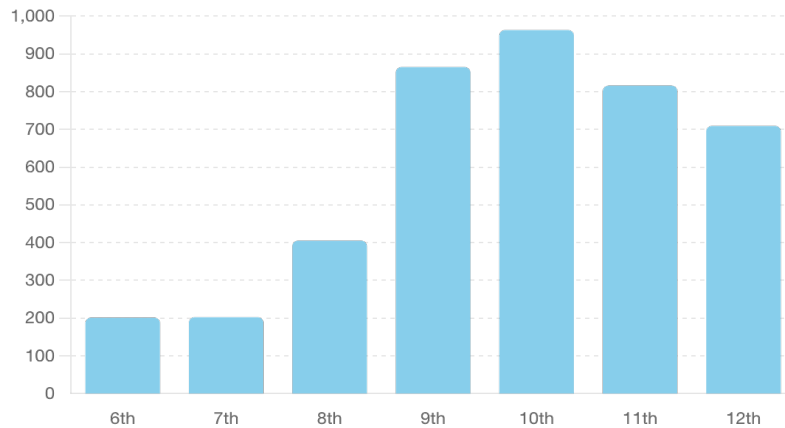
The AVID program has significantly enhanced academic metrics and college readiness indicators among its participants. Key achievements include:

1. **Improved College Readiness:** AVID students show high rates of FAFSA submission, college applications, and college acceptance. For instance, in 2023, 94% of AVID seniors submitted the FAFSA, and 88% planned to attend college, and they have higher persistence rates in college compared to lower percentages among non-AVID peers. The program provides comprehensive support through the college application process, resulting in a substantial number of students planning to attend college.
2. **Better Attendance and Lower Dropout Rates:** AVID's focus on academic support and personal development has led to higher attendance rates and reduced dropout rates among participants. The average attendance rate for AVID high school students in 2023 was 91%, which is much higher than the district average of only 86%. This growth highlights the program's effectiveness in keeping students engaged and motivated.
3. **Increased Enrollment in Dual Credit Courses:** The AVID program has successfully motivated more students to enroll in dual credit courses, providing them with the opportunity to gain college credits early. This not only enhances their college readiness but also reduces the overall cost of postsecondary education. AVID students are more likely to enroll in AP and advanced academic courses, preparing them for college-level work and enhancing their academic profiles. In 2023, 66% of 9-12th grade AVID students were enrolled in at least one AP, IB, AICE, or PLTW course. This is a 74% growth compared to previous year's 37% enrollment in advanced courses. In 2023, 85% of all 8th grade AVID students took a PSAT, ACT Aspire, or other pre-collegiate exam.
4. **Higher AP Exam Participation:** The program has successfully motivated students to take AP exams, leading to improved college readiness and potential college credit acquisition.

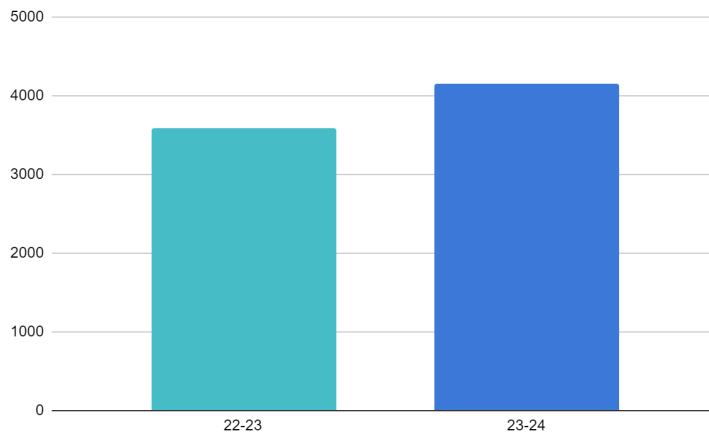
### Strengths of the AVID Program

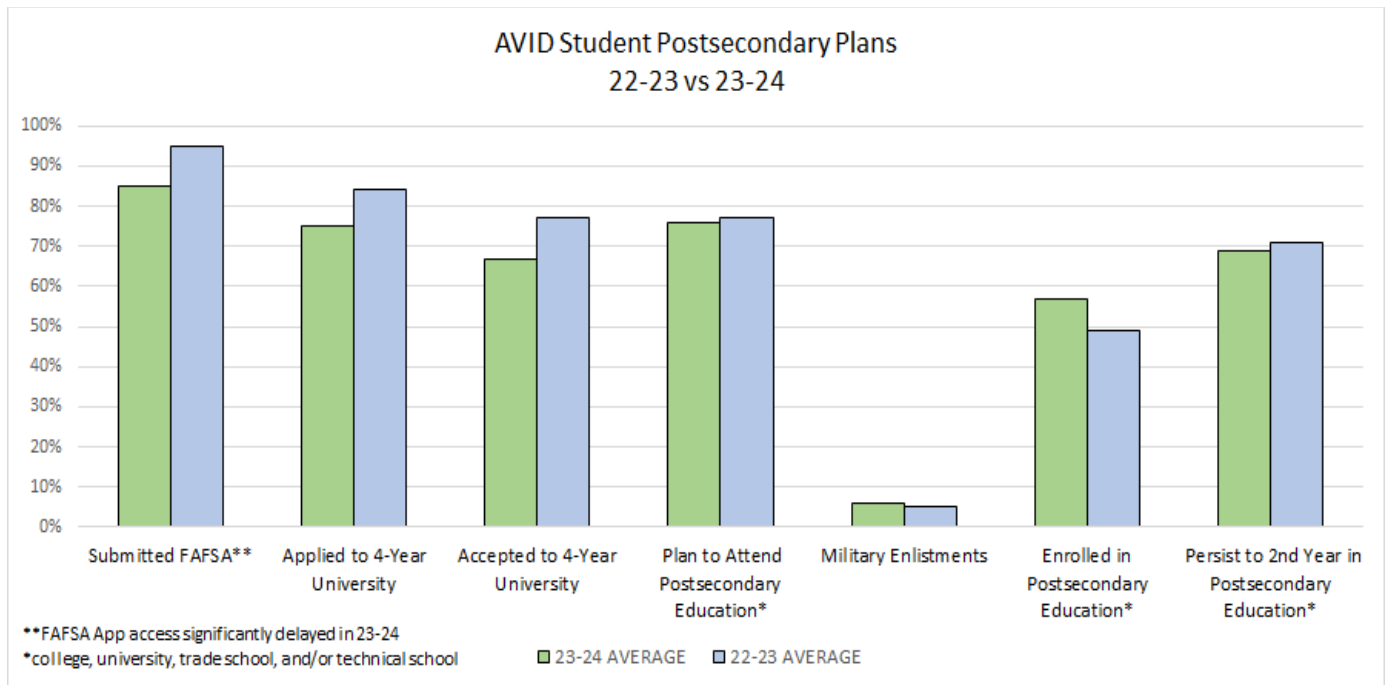
1. **Inclusivity and Representation:** AVID effectively includes students from diverse backgrounds, particularly those from traditionally underserved populations. This focus ensures that more students have access to college and career readiness resources.
2. **Academic and Personal Support:** The program equips students with essential organizational and study skills, promotes critical thinking, and offers academic tutoring. These supports are vital for student success in rigorous academic environments.
3. **College Preparation:** AVID's comprehensive approach to college readiness includes guiding students through the college application process, helping them prepare for entrance exams, and supporting them in applying for financial aid. This support has resulted in high college acceptance and enrollment rates among AVID students.
4. **Positive Impact on School Culture:** The implementation of AVID strategies school-wide has led to an overall improvement in academic performance and college readiness for all students, creating a culture of high expectations and academic excellence.

### FWISD AVID Enrollment by Grade in 23-24



### FWISD AVID Enrollment Increase from 22-23 to 23-24





**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY COLLEGE DISTRICT AND FORT WORTH INDEPENDENT SCHOOL DISTRICT RELATED TO DATA SHARING**

**BACKGROUND:**

During the Fall of 2018 Tarrant County College District and Fort Worth ISD met to establish a mutually beneficial system for sharing both current and former student data including demographics, enrollment, academic history, degrees received, and end of term grades. The data sharing agreement outlines responsibilities and commitments of each organization and further establishes a spirit of cooperation to enhance the academic success of students served by both organizations. Existing research on data quality in educational communities substantiates similar collaborative data sharing partnerships between secondary and post-secondary organizations as they help prepare students for their future by bridging learning in and out of the classroom and providing students with a myriad of supports and opportunities to prepare them for the workforce.

This is a renewed signing of a comprehensive data sharing agreement between Tarrant County College District and Fort Worth ISD. Both parties agree to use the data for the purposes as authorized in the Interlocal Agreement (ILA) and to protect the personally identifiable information of students against unauthorized access. Any data on non-currently enrolled students will be used for research purposes only as stated in Title 34 Education, Part 99 Family Educational Rights and Privacy Act (FERPA), Sections 99.31, 99.34, and 99.6. The data sharing agreement will continue for a period of three years from the date the agreement is signed by both parties.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1.        Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Related to Data Sharing
2.        Decline to Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Related to Data Sharing
3.        Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Interlocal Agreement Between Tarrant County College District and Fort Worth Independent School District Related to Data Sharing

**FUNDING SOURCE:**      **Additional Details**

No Cost

**COST:**

No Cost

**VENDOR(S)/PROVIDER(S):**

Tarrant County College District

**PURCHASING MECHANISM:**

Not a Purchase

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Arlington Heights High School  
Benbrook High School  
Carter-Riverside High School  
Diamond Hill-Jarvis High School  
PL Dunbar High School  
Eastern Hills High School  
IM Terrell Academy for STEM & VPA  
Marine Creek Collegiate  
North Side High School  
RL Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Texas Academy of Biomedical Sciences  
TCC South/FWISD Collegiate  
GB Trimble Technical High School  
Western Hills High School  
World Languages Institute  
OD Wyatt High School  
Young Men’s Leadership Academy  
Young Women’s Leadership Academy  
College, Career, and Military Readiness & Enrichment

**RATIONALE:**

Approval of this Interlocal Agreement between Tarrant County College District and Fort Worth Independent School District Relating to Data Sharing for institutional study and use will enhance the academic success of students served by both organizations. The sharing of interrelated data will increase student achievement as Tarrant County College and Fort Worth ISD collaboratively partner to help prepare students by providing individualized supports and opportunities focused on key academic skills and behaviors, and allowing leaders to make informed decisions through evaluating program impact to best meet the needs of the community. The data sharing will: reinforce open scientific inquiry; encourage diversity of analysis and opinion; promote new research; make possible the testing of new or alternative hypotheses and methods of analysis; support studies on data collection methods and measurement; facilitate the education of new parties; and permit the creation of new datasets while maintain consistency and efficacy across data is being combined in multiple sources.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



STATE OF TEXAS           §  
  §  
COUNTY OF TARRANT   §

**INTERLOCAL AGREEMENT  
BETWEEN  
TARRANT COUNTY COLLEGE DISTRICT  
AND  
THE FORT WORTH INDEPENDENT SCHOOL DISTRICT  
RELATING TO DATA SHARING**

This Interlocal Agreement (“ILA”) is made and entered into by and between Tarrant County College District, a Texas political subdivision of higher education located in Tarrant County, Texas (hereinafter referred to as “TCCD”), and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district located in Tarrant County, Texas (hereinafter referred to as “SCHOOL DISTRICT” ), and shall be effective upon execution by both parties.

1.       PURPOSE

The purpose of the ILA is to outline the responsibilities and commitments of each organization in providing data about students who are concurrently or formerly enrolled in both organizations. Data about concurrently enrolled students include course enrollment patterns at SCHOOL DISTRICT and TCCD; test results, final grades, and grade point averages. Data about students formerly enrolled at SCHOOL DISTRICT and TCCD include course enrollments; degrees received; grades and grade point averages; and Texas Success Initiative Assessment (TSIA) *as set forth in Appendix B*. This ILA defines parameters and areas of responsibility and establishes a spirit of cooperation to enhance the academic success of students served by both organizations. Sharing data reinforces open scientific inquiry, encourages diversity of analysis and opinion, promotes new research, makes possible the testing of new or alternative hypotheses and methods of analysis, supports studies on data collection methods and measurement, facilitates the education of new parties, and permits the creation of new datasets when data from multiple sources are combined. Data shared between the parties to this ILA includes personally identifiable student information (“PII”). The parties agree that they will use the data shared pursuant to this ILA and in compliance with the terms and conditions of this ILA and only for such purposes as may be authorized in this ILA. Only authorized officers and employees with a legitimate interest in PII, as delineated by the parameters of this ILA shall view and have access to PII information. Another purpose of this ILA is to protect against unauthorized access to and disclosure of PII. Data on non-currently enrolled students will be used for research purposes only, as stated in Title 34 Education, Part 99 Family Educational Rights and Privacy Act (hereinafter referred to as “FERPA”), Sections 99.31 and 99.34 while safeguarding the privacy of participants, and protecting confidential and proprietary data. Per §99.34 the conditions which apply to disclosure of information to other educational agencies or institutions are as follows: (a) An educational agency or institution that discloses an education record under § 99.31(a)(2) shall: (1) Make a reasonable attempt to notify the parent or eligible student at the last known address of the parent or eligible student, unless: (i) The disclosure is initiated by the parent or eligible student; or (ii) The annual notification of the agency or institution under §99.6 includes a notice that the agency or institution forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll; (2) Give the parent or eligible student, upon request, a copy of the record that was disclosed; and (3) Give the parent or eligible student, upon request, an opportunity for a hearing under subpart C. (b) An educational agency or institution may disclose an education record of a student in attendance to another educational agency or institution if: (1) The student is enrolled in or receives services from the other agency or institution; and (2) The disclosure meets the requirements of subparagraph (a) of this section.

2. STUDENT INFORMATION

- 2.1 Student Information – Each party will only access and utilize the other party’s student information as authorized and detailed in this ILA. TCCD data will be accessed using TCCD assigned student identification numbers (**hereafter defined by TCCD as “Colleague ID”**); and
- 2.2 Each party understands that PII from educational records is confidential and cannot be re-disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. Each party agrees that it shall not re-disclose PII received under this ILA in any way that causes a breach in confidentiality. Each party agrees that it will limit access to the PII received under this ILA only to persons identified in this ILA as having a legitimate interest in accessing the PII.

3. TERM AND TERMINATION

- 3.1 Subject to prior termination of this ILA as provided in this paragraph 3 and in paragraph 6, this ILA will commence upon the date on which Parties have affixed their signatures and will remain in effect until terminated in accordance with Paragraph 7; and
- 3.2 Subject to the terms of Paragraph 7 below, either party to this ILA may terminate this ILA upon 90-calendar-days written notice to the other party.

4. GENERAL CONDITIONS

- 4.1 Nothing in the ILA provisions shall be construed to limit the other agency’s jurisdiction, authority, power, privilege, and immunity pursuant to law.
- 4.2 This ILA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous ILA or understanding among the parties with respect to data sharing.
- 4.3 To effect the transfer of data and information that is subject to federal and local confidentiality laws, and to ensure that the required confidentiality of PII shall always be maintained, both parties agree:
- 4.3.1. To comply in all respects with the provisions of all applicable laws, including FERPA, as they apply to PII. Parties will notify each other in the event of a breach of any measures to keep confidential the data received pursuant to this ILA. The parties will also make all reasonable efforts to cure any such breach and to prevent further breaches, and to inform each other of such efforts. Nothing in this ILA shall be construed to allow parties to maintain, use, disclose, or share student record information received pursuant to this ILA in a manner prohibited by any laws or regulations. As may be applicable, the parties will also comply with the provision of the Health Insurance Portability and Accountability Act (“HIPAA”).
- 4.3.2. That for purposes of this ILA and for ensuring parties’ compliance with the terms of this ILA and all applicable laws, the parties shall designate an official to act as Temporary Custodian, **as set forth in Appendix A**, of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The Temporary Custodian shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to the ILA, destruction of data, when appropriate, and certification of that destruction. This Temporary Custodian shall be the only official who serves in the capacity described in this sub-section. No other official or staff person shall serve in this capacity unless otherwise agreed to in writing. Each agency or its agents may upon request review the records required to be kept by the other agency under this ILA.
- 4.3.3 To put procedures in place to safeguard the confidentiality and integrity of personal data, to place limitations on its use and to maintain compliance with applicable privacy laws, parties shall require all employees, contractors, and agents of any kind to comply with the ILA and all applicable provisions of FERPA and other laws with respect to the data and information shared under the ILA.

- 4.3.4 That PII collected and shared is confidential. Parties will not disclose data produced under the ILA in any manner that could identify any student, except as authorized by FERPA, to any entity other than each other, or authorized employees, contractors and agents of the Parties. Parties and persons participating on behalf of the parties shall neither disclose nor otherwise release data and reports relating to any student, nor disclose information relating to a group or category of individuals without ensuring the confidentiality of individuals in that group. Publications and reports of these data and information related to them, including preliminary project descriptions and draft reports, shall involve only aggregate data and no PII or other information that could lead to the identification of any individual student.
- 4.3.5 Not to provide any data obtained under this ILA to any entity or person ineligible to receive data protected by FERPA, or prohibited from receiving data from any entity by virtue of a finding under 34 CFR § 99.31 (a)(6)(iv).
- 4.3.6 That parties have the right, to present, publish, or use the data that they have gained in the course of the research for and on behalf of either party under this ILA, but the parties may only present, publish and use the data in an aggregated form, with no PII. Parties to this ILA may share such information with the other party's partners who have executed a written confidentiality ILA with the other party agreeing not to share or disseminate such information provided by the other party. No PII will be shared with these members except to the extent specific written authorization for such PII sharing has been provided and all state and federal laws have been complied with;
- 4.3.7 In order to protect the confidentiality of previously identified confidential information disclosed to the parties, the parties agree to provide to the designated Temporary Custodian(s) any proposed publications or presentations which are to make public any findings, data, or results for the other parties' review, comment and approval at least thirty (30) days prior to submission of a manuscript or abstract for publication or the date of the presentation.
- 4.3.8 To provide each other with one electronic and at least one paper copy of the final versions of all reports and other documents associated with this ILA. Each party reserves the right to use the information in the research findings for educational programming or services, planning, solicitation of grants, staff development, and any other purpose to improve instruction or services to students. Each party agrees to keep these files for at least seven (7) years.
- 4.3.9 That they will use PII shared under this ILA for no purpose other than to meet the objectives of the research study specified under this ILA. Non-PII will only be used by the parties to this ILA for purposes defined in this ILA;
- 4.3.10 The receiving party will destroy or return all data files and hard copy records to the other party that contain PII and purge any copies for such data from its computer system:
- (1) Immediately upon termination of this ILA, either by expiration or as provided hereinor;
  - (2) Within five (5) business days after PII is no longer needed for the purposes stated in this ILA.
  - (3) If requested, the party shall provide to the other party an affidavit confirming the destruction and/or return of PII within five (5) business days of such request.
  - (4) Acceptable destruction methods for various types of media include:
    - a. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration;
    - b. For paper documents containing PII requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping or incineration;

- c. If PII has been contained on optical discs (e.g., DCs, DVDs, Blu-ray), the receiving party shall either destroy by incineration the disc(s), shredding the discs, or completely defacing the readable surface with a coarse abrasive;
- d. If PII has been stored on magnetic tape(s), parties to this ILA shall destroy the data by degaussing, incinerating, or crosscut shredding.
- e. If PII has been stored on server or workstation data hard drives or similar media, the receiving shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying such disks(s);
- f. If PII has been stored on removable media (e.g., floppies, USB flash drives, portable hard disks, or similar disks), the receiving party shall destroy the data by using a “wipe” utility which will overwrite the data at least three (3) time using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

4.4 The receiving party understands that this ILA does not convey ownership of the other party’s data to the receiving party. Any and all data shared by the other party pursuant to this ILA and/or any Project Authorization is, and always will remain, the sole property of that party.

4.5 The receiving party shall exercise due care to protect all PII from unauthorized physical and electronic access. In so doing, the receiving party shall establish and implement at least the following minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of information provided by the other party pursuant to this ILA:

4.5.1 The receiving party will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use. Unless specifically authorized in this ILA or by written authorization of the other party, the receiving party will not store PII on portable electronic devices or media, including by not limited to:

- (1) Laptops;
- (2) Handhelds / PDAs;
- (3) Ultra-mobile PCs;
- (4) Flash memory devices;
- (5) Floppy discs;
- (6) Optical discs (CDs/DVDs); and
- (7) Portable hard disks.

4.6 Payment. No monies will be exchanged between the parties for the work being performed for and on behalf of the parties District as it relates to data sharing services under this ILA.

## 5 AUTHORIZATION AND RELATED PARTIES

Parties signatory to this ILA represent that they are authorized to bind their respective organizations to all terms of the ILA, and to bind all related or associated institutions, individuals, employees, or contractors who may have access to data received pursuant to this ILA or who may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. The term “contractors”, as used in this ILA, refers to consultants or a consultant company that is contracted by either party. The receiving party shall provide ther other party with written notice identifying all individuals, employees, or contractors who may have access to PII and shall specifically identify the receiving party individual(s), employees whom the receiving party has designed to be the custodian of the PII obtained from the other party. The receiving party shall provide this notice to the other party prior to any access that these individuals may have before having access to PII. The custodians of PII from each party and other authorized personnel who have access to PII shall understand the confidential nature of PII; understand the legal obligations regarding PII under applicable law, including FERPA and HIPAA, and this ILA; have received training from the appropriate authorities from each party regarding those obligations; and will comply with the

aforementioned obligations.

## 6 METHOD OF DATA ACCESS OR TRANSFER AND CALENDAR

**As set forth in Appendix A.** The receiving party will establish specific safeguards to assure the confidentiality and security of PII transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of identifiable information. A calendar for the transfer of data files is in Appendix A.

## 7 DISPUTE RESOLUTION

Failure by either party to perform any of the responsibilities listed in this ILA, shall constitute a default of this ILA. In the event of a default, the non-defaulting party is required to give notice to the defaulting party. Failure to send notice to the defaulting party shall not be deemed a waiver of said default. The defaulting party shall have thirty (30) days upon notice to cure said default. If the defaulting party is unable to cure said default, but has demonstrated a good faith effort within the sole discretion of the non-defaulting party, the non-defaulting party will give the defaulting party an additional thirty (30) days to cure said default. Unless the parties collectively agree that the default has been cured, thereafter the non-defaulting party has the right to terminate this ILA.

## 8 TEXAS PUBLIC INFORMATION ACT

In the event that a party to this ILA receives a request for information under the Texas Public Information Act ("TPIA") relating to information subject to this ILA, the recipient of such request shall comply with the requirements of TPIA.

## 9 INJUNCTIVE RELIEF

The parties acknowledge and agree that any breach of Sections 3 and 7 herein would cause irreparable harm. The parties therefore shall have the right to seek injunctive relief, to the extent permitted by applicable law, in addition to all of its other rights and remedies at law or in equity, to enforce the provisions in this ILA. Such injunctive relief is for the purpose of preventing either party's disclosure of confidential information without the necessity of proving actual damages. The covenants of this ILA are independent and the existence of any claim or cause of action of one party against the other whether predicated on this ILA or otherwise, shall not constitute a defense to the enforcement of the covenant preventing disclosure of confidential information.

## 10 INDEMNIFICATION

To the extent permitted by law and without waiving any immunities or defenses, including governmental immunity, each party to this ILA agrees to be responsible for its own acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this ILA or any of its activities or from any act or omission of any employee or invitee of the parties of this ILA. The provisions in this paragraph are solely for the benefit of the parties to this ILA and are not intended to create any rights, contractually, or otherwise to any third party.

## 11 LEGAL CONSTRUCTION

If any one or more provisions contained in this ILA 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 ILA shall be considered as if such invalid, illegal, or unenforceable provisions had never been contained in this ILA. In the event this ILA is inconsistent or conflicts with any other ILA between the parties, this ILA shall control.

## 12 GOVERNING LAW AND VENUE

This ILA is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. Each party to this ILA:

12.5 Consents to the exclusive jurisdiction and venue of the federal and state courts located in Tarrant County Texas, in any action arising out of or relating to this ILA; and

12.6 Agrees not to bring any such action in any other jurisdiction or venue to which either party might be entitled by domicile or otherwise.

13 LIMITATIONS OF AUTHORITY

13.5 Neither party has authority for or on behalf of the other party except as provided in this ILA;

13.6 Neither party may make, revise, alter, or otherwise diverge from the terms, conditions or policies which are subject to this ILA without a written amendment to this ILA executed by both parties; and

13.7 Neither party may assign their interest in this ILA without the prior written permission of the other party.

14 NON-DISCRIMINATION

The parties agree that no individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any aspects of this ILA because of sex, race, creed religion, color, national, origin, age, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental or physical disability. The parties agree to abide by the standards of responsibility toward the disabled as specified by the Americans with Disabilities Act.

15 ASSURANCES AND NOTIFICATIONS

15.5 By signing this ILA, the receiving party represents to the other party that if a court of law, administrative agency, hearing officer, or similar decision-maker determines that the conduct of the receiving party or its officers or employees has caused the receiving party to be in violation of the laws and regulations governing PII during the term of this ILA, the receiving party shall immediately notify the other party; and

15.6 The receiving party shall notify the other party immediately if the receiving party determines or knows that PII has been improperly disclosed to the receiving party personnel who do not have a legitimate interest in the PII or to any third party

16 RIGHT TO AUDIT

Each party, through its employees or agents, shall have the right to audit the receiving party's compliance with this ILA. The party shall give the receiving party five (5) business days' notice of its intent to audit the receiving party's compliance. The receiving party shall cooperate fully with any such audit.

17 SURVIVAL

Notwithstanding anything to the contrary in this ILA, the rights and obligations contained in the following sections and subsection of this ILA shall remain in effect after this ILA is terminated:

Section 2, Student Information;  
Subsection 4, General Conditions;  
Section 9 Responsibility for Improper Disclosure of Personally Identifiable Information; and  
Section 15, Assurance and Notifications.

18 CAPTIONS

The captions to the various clauses of this ILA are for informational purposes only and shall not alter the substance of the terms and conditions of this ILA.

19 COUNTERPARTS

This ILA may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

20 SUCCESSORS AND ASSIGNS

20.5 The ILA shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assignees.

20.6 All notices, communication, and reports generated under this ILA shall be delivered to the respective parties

at the addresses shown below, by certified mail, return receipt requested, with a copy sent by prepaid postage through the United States Postal Service.

21 AMENDMENT

This ILA may not be amended or altered except by a written amendment signed by SCHOOL DISTRICT and TCCD.

22 SIGNATORY CLAUSE

The individuals executing this ILA on behalf of TCCD and the SCHOOL DISTRICT acknowledge that they are duly authorized to execute this ILA. All parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this ILA. This ILA shall not become effective until executed by each party.

**[Signature lines on next page]**



## Tarrant County College District

BY: \_\_\_\_\_  
Shelley Pearson, Ed.D. Date

Title: Vice Chancellor and Provost, Tarrant County College District

## Fort Worth Independent School District

BY: \_\_\_\_\_  
*Ramesh Krishnamurthy* 07/15/2024  
Ramesh Krishnamurthy Date

Title: CIO, Division of Technology

## Fort Worth Independent School District

BY: \_\_\_\_\_  
Angèlica Ramsey, Ph.D. Date

Title: Superintendent, Fort Worth Independent School District

# Appendix A

## Purpose of Research

Objectives of the research study specified under the ILA (Paragraph 4.3.11) is as follows:

The intent of the data use is for institutional study only and to enhance the academic success of students served by both organizations. The data will only be reported to chief academic administrators of both institutions and will not contribute to generalizable data. If at any point the direction of the ILA changes, the Primary Investigator (herein “PI”) and/or SCHOOL DISTRICT will get in touch with TCCD’s Institutional Review Board (IRB) office to make a research determination.

## Designation of Temporary Custodian

Parties shall designate an official to act as temporary custodian (Paragraph 4.3.2 of the ILA), of the data received by parties pursuant to this ILA and the contact person for all matters related to this ILA. Parties will promptly notify each other in writing of the name and contact information for any newly designated Temporary Custodian. The designated Temporary Custodian is listed below.

### TCCD Contact:

Title	District Director of Educational Partnerships
Name	Edward Hicks
Address	300 Trinity Campus Circle, Fort Worth, TX 76102
Email	edward.hicks@tccd.edu
Phone	817-515-5003

### SCHOOL DISTRICT Contact:

Title	Director of CCMR
Name	Robert Wright
Address	1050 Bridgewood Dr. Suite 118, Fort Worth, TX 76112
Email	robert.wright@fwisd.org
Phone	817-814-1530

## Review of Submissions for Publication

Review of submissions of publication by receiving party prior to submission will be directed to the chief academic officer or designate of the other party.

(Paragraphs 4.3.8 and 4.3.9) at least thirty (30) days prior to submission of a manuscript, receiving party’s Temporary Custodian will provide one electronic and one paper document of the final versions of all reports and other documents associated with this ILA. The other party shall provide its consent, which shall not be unreasonably withheld or delayed, on or before the expiration of such thirty (30) day period. The party’s intention is to ensure the accuracy of both the data and its interpretation, not to censor the publication.

## **Destruction of Data Files upon Termination of Agreement**

The receiving party will destroy or return all data files and hard copy records (Paragraph 4.3.15) upon termination of this agreement either by expiration or as provided elsewhere in the ILA. Office/position responsible for destruction of records and affidavit confirming destruction and/or return of PII within five (5) business days.

### **SCHOOL DISTRICT Contact:**

Title            CIO, Division of Technology  
Name           Ramesh Krishnamurthy  
Address        7060 Camp Bowie West Blvd., Ste. 1055, Fort Worth, TX, 76116  
Email           ITBusinessServices@fwisd.org  
Phone          817-814-3000

Title            District Director of Educational Partnerships  
Name           Edward Hicks  
Address        300 Trinity Campus Circle, Fort Worth, TX 76102  
Email           edward.hicks@tccd.edu  
Phone          817-515-5003

The Temporary Custodian of each party is responsible for receipt of an affidavit or confirmation of destruction of PII from the receiving party.

## **Method of Transfer and Calendar of Transfer**

As set forth in Section 6 of the ILA the method of transfer and a calendar of transfer are defined in the following paragraphs.

Three (3) files are to be delivered by the Department of Information Technology, as set forth in Appendix A, Data Dictionary for Interlocal Agreement between TCCD and SCHOOL DISTRICT.

The three files to be delivered will be:

1. Demographics and current enrollment
2. Academic History
3. End of Term Grades

## **Data File Structure and Format**

Each party will send the receiving party data files in a “.csv” format. The party will include all data fields, formats, and column headings as set forth in Appendix B.

Each party will link all data files sent to the receiving party to one or more academic terms. This can be accomplished either by creating separate files for each term and naming them according to their terms or by adding to each data file a field containing the academic term.

### **Data Transfer Schedule**

The table below lays out approximate time periods around which TCCD will provide these data to the SCHOOL DISTRICT. TCCD will establish a calendar of transfer to SCHOOL DISTRICT.

<b>Data Type</b>	<b>Approximate Date of Transfer to SCHOOL DISTRICT</b>		
	<b>Fall Data</b>	<b>Spring Data</b>	<b>Summer Data</b>
Demographics and Current Course Enrollment	After Census Date at the beginning of the semester	After Census Date at the beginning of the semester	After Census Date at the beginning of the semester
Academic History of Dual Credit or ECHS student at TCCD	After Census Date at the beginning of the semester	After Census Date at the beginning of the semester	After Census Date at the beginning of the semester
End of Term Grades	Delivered after grades are verified at the end of term	Delivered after grades are verified at the end of term	Delivered after grades are verified at the end of term

The College will provide the above data to SCHOOL DISTRICT throughout the length of the agreement.

### **Data Transfer Procedures**

To ensure that data files are transferred securely, SCHOOL DISTRICT uses a secure file transfer protocol (SFTP) site. Using the SCHOOL DISTRICT's SFTP site shall not require TCCD to make any purchase or install any software. SCHOOL DISTRICT will provide SFTP connection details over the phone to data contacts at TCCD, who will then be able to log on to the site and upload data files as needed. To ensure that all data are transmitted in a confidential and secure manner, data contacts at TCCD will only transmit data to SCHOOL DISTRICT via SCHOOL DISTRICT's SFTP site. Data contacts at TCCD will not transmit any data to SCHOOL DISTRICT via email or any method other than SCHOOL DISTRICT's SFTP site.

## Demographics and Current Enrollment

### Appendix B

Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

Data field	Data Description	Data Type	Data Field Size	Required	Source of data	Notes
As of Date	Date file was pulled	Date	Date/time	Yes		MM/DD/YYYY
Colleague_ID	Student ID	String	7	Yes		<b>Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester.</b>
First_name	Student First Name	String	255	Yes		
Last_name	Student Last Name	String	255	Yes		
Middle_name	Student Last Name	String	255	Yes		
Name_prefix	Student name prefix	String	4	No		Mr., Mrs. Miss Ms.
Name_suffix	student name suffix	String	6	No		Jr., I, II, III
High_school	High School Name	String	255	Yes		
Birthdate	Student Birthdate	String	Date/time	Yes		mm/dd/yyyy
Age	Student Age	numeric	4	Yes		ex. 18.7 age to one digit
Gender	Student Gender	String	6	Yes		Male, Female
Hispanic	Hispanic Identification	String	57	Yes		Hispanic/Latino, Non Hispanic/Latino, Ethnicity Unknown
Race	Race Identification	String		Yes		
Academic_year	Academic year	String	9	Yes		ex. 2018-2019
Term	TCCD Term	String	6	Yes		ex. 2018SP, 2018SU, 2018FL
Course_Subject_location	Course_Subject_location	String	2	Yes		CN, TR, SO, SE, NW, NE
Course_subject	Course_subject	String	4	Yes		BIOL
Course_number	Course_number	String	4	Yes		4202
Course_section	Course_section	String	6	Yes		123456
Course_title	Course_title	String	255	Yes		Anatomy and Physiology II
Course_instructor_name	Course_instructor_name	String	255	Yes		
Course_meeting_time	Course_meeting_time	String	255	Yes		
Course_meeting_days	Course_meeting_days	String	256	Yes		
Final_Grade	Final_Grade	String	1	Yes	Grade Verified	A,B,C,D F, I,W, AU, WA, CR, NC
Numeric_Grade	Numeric Grade	numeric	F(2)	Yes		Two digit numeric grade rounded to first integer. EX. 91, 78, 82
Academic_Plan	Academic_Plan	String	12	Yes		EHSE.D001.UG-(Dual Credit) , ECHS.D001.UG-(Early College High School)
Math_TSI	Math_TSI	String	1	Yes		Liable Y/N

Reading_TSI	Reading_TSI	String	1	Yes		Liabile Y/N
Writing_TSI	Writing_TSI	String	1	Yes		Liabile Y/N
Academic_Standing	End of Term Academic Standing	String	4	Yes		DEAN, GOOD,HONR, MRIT, PROG, SUSP, SUS2
Cumulative_GPA	Cumulative_GPA	numeric	F(1.2)	Yes		GPA at TCCD. Note: developmental courses are not counted towards GPA
Cumulative_Hrs_Earned	Cumulative_Hrs_Earned	numeric	3	Yes		HRS earned at TCCD
Total_Active_Hours_Registered	Total_Active_Hours_Registered	numeric	2	Yes		Hours registered for the Semester at TCCD
Degree_earned	Degree_earned	String	3	Yes		AAR,AAS,CRT, FOS, MSA
ACPGTitle	Degree Name	String	255	Yes		AA Associate of Arts
Acadprog	Degree Academic Program	String	12	Yes		AART.D001.UG
OmajDesc	Degree Academic Program Description	String	255	Yes		Associate of Arts
Core Complete	Core Complete	String	1	Yes		Core Complete Y/N
Student_Holds	Student_Holds	String	256	Yes		Specify Holds

## Academic History

### Appendix B

Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

Data field	Data Description	Data Type	Data Field Size	Required	Source of data	Notes
Colleague_ID	Student ID	String	7	Yes		
First_name	Student First Name	String	255	Yes		
Last_name	Student Last Name	String	255	Yes		
Middle_name	Student Last Name	String	255	Yes		
Name_prefix	Student name prefix	String	4	No		Mr., Mrs. Miss Ms.
Name_suffix	student name suffix	String	6	No		Jr., I, II, III
High_school	High School Name	String	255	Yes		
Birthdate	Student Birthdate	String	Date/time	Yes		mm/dd/yyyy
Age	Student Age	numeric	4	Yes		ex. 18.7 age to one digit
Gender	Student Gender	String	6	Yes		Male, Female
Hispanic	Hispanic Identification	String	57	Yes		Hispanic/Latino, Non Hispanic/Latino, Ethnicity Unknown
Race	Race Identification	String		Yes		
Academic_year	Academic year	String	9	Yes		ex. 2018-2019
Term	Course Attended Term	String	6	Yes		ex. 2018SP, 2018SU, 2018FL
Course_location	Campus name	String	2	Yes		CN, TR, SO, SE, NW, NE
Course_subject	Course_subject	String	4	Yes		BIOL
Course_number	Course_number	String	4	Yes		4202
Course_section	Course_section	String	6	Yes		123456
Course_title	Course_title	String	255	Yes		Anatomy and Physiology II
Course_instructor_name	Course_instructor_name	String	255	Yes		
Course_meeting_time	Course_meeting_time	String	255	Yes		
Course_meeting_days	Course_meeting_days	String	256	Yes		
Academic_Plan	Academic_Plan	String	12	Yes		EHSE.D001.UG-(Dual Credit) , ECHS.D001.UG-(Early College High School)
Final_Grade	Final_Grade	String	1	Yes	Grade Verified	A,B,C,D F, I,W, AU, WA, CR, NC
Degree_earned	Degree_earned	String	3	Yes		AAR,AAS,CRT, FOS, MSA
ACPGTitle	Degree Name	String	255	Yes		AA.Associate of Arts
Acadprog	Degree Academic Program	String	12	Yes		AART.D001.UG
OmajDesc	Degree Academic Program Description	String	255	Yes		Associate of Arts



**Data is a one-time delivery. Data file will have multiple lines for each course enrollment. This data is specific to Dual Credit and Early College High School students enrolled at TCCD**

## End of Term Grades

### Appendix B

Delivered After Census Date Beginning of the Fall, Spring, and Summer Semesters

Data field	Data Description	Data Type	Data Field Size	Required	Source of data	Notes
As of Date	Date file was pulled	Date	Date/time	Yes		MM/DD/YYYY
Colleague_ID	Student ID	String	7	Yes		
First_name	Student First Name	String	255	Yes		<b>Note: This same file format is used both at the beginning of the semester enrollment and end of semester grades. Certain fields will only populate at the end of the semester.</b>
Last_name	Student Last Name	String	255	Yes		
Middle_name	Student Last Name	String	255	Yes		
Name_prefix	Student name prefix	String	4	No		
Name_suffix	student name suffix	String	6	No		Mr., Mrs. Miss Ms.
High_school	High School Name	String	255	Yes		Jr., I, II, III
Birthdate	Student Birthdate	String	Date/time	Yes		mm/dd/yyyy
Age	Student Age	numeric	4	Yes		ex. 18.7 age to one digit
Gender	Student Gender	String	6	Yes		Male, Female
Hispanic	Hispanic Identification	String	57	Yes		Hispanic/Latino, Non Hispanic/Latino, Ethnicity Unknown
Race	Race Identification	String		Yes		
Academic_year	Academic year	String	9	Yes		ex. 2018-2019
Term	TCCD Term	String	6	Yes		ex. 2018SP, 2018SU, 2018FL
Course_Subject_location	Course_Subject_location	String	2	Yes		CN, TR, SO, SE, NW, NE
Course_subject	Course_subject	String	4	Yes		BIOL
Course_number	Course_number	String	4	Yes		4202
Course_section	Course_section	String	6	Yes		123456
Course_title	Course_title	String	255	Yes		Anatomy and Physiology II
Course_instructor_name	Course_instructor_name	String	255	Yes		
Course_meeting_time	Course_meeting_time	String	255	Yes		
Course_meeting_days	Course_meeting_days	String	256	Yes		
Final_Grade	Final_Grade	String	1	Yes	Grade Verified	A,B,C,D F, I,W, AU, WA, CR, NC
Numeric_Grade	Numeric Grade	numeric	F(2)	Yes		Two digit numeric grade rounded to first integer. EX. 91, 78, 82
Academic_Plan	Academic_Plan	String	12	Yes		EHSE.D001.UG-(Dual Credit) , ECHS.D001.UG-(Early College High School)

Math_TSI	Math_TSI	String	1	Yes		Liabile Y/N
Reading_TSI	Readin_TSI	String	1	Yes		Liabile Y/N
Writing_TSI	Writing_TSI	String	1	Yes		Liabile Y/N
Academic_Standing	End of Term Academic Standing	String	4	Yes		DEAN, GOOD,HONR, MRIT, PROG, SUSP, SUS2
Cumulative_GPA	Cumulative_GPA	numeric	F(1.2)	Yes		GPA at TCCD. Note: developmental courses are not counted towards GPA
Cumulative_Hrs_Earned	Cumulative_Hrs_Earned	numeric	3	Yes		HRS earned at TCCD
Total_Active_Hours_Registered	Total_Active_Hours_Registered	numeric	2	Yes		Hours registerd for the Semester at TCCD
Degree_earned	Degree_earned	String	3	Yes		AAR,AAS,CRT, FOS, MSA
ACPGTitle	Degree Name	String	255	Yes		AA.Associate of Arts
Acadprog	Degree Academic Program	String	12	Yes		AART.D001.UG
OmajDesc	Degree Academic Program Description	String	255	Yes		Associate of Arts
Core Complete	Core Complete	String	1	Yes		Core Complete Y/N
Student_Holds	Student_Holds	String	256	Yes		Specify Holds

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 23, 2024**

**TOPIC:      APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND TARRANT COUNTY COLLEGE FOR TRADITIONAL DUAL CREDIT PROGRAMS**

**BACKGROUND:**

In accordance with and under the authority of the Texas Education Code (TEC) Section 61.076 and the Rules and Regulations of the Texas Higher Education Coordinating Board, high school students may enroll in university and college courses and receive simultaneous academic credit from both the university and the high school.

The first component of the agreement reflects the cooperation between Tarrant County College District (TCCD) and Fort Worth ISD (FWISD) to enable students to enroll in dual credit courses. Students enrolled in TCC dual credit courses earn both high school credit and college credit as part of this agreement. Courses will be taught using TCCD course syllabi and students must abide by the TCCD and FWISD Student Code of Conduct. The second part of this agreement outlines payments between FWISD and TCCD for dual credit courses and related costs. FWISD will provide related textbooks or TCC Plus resources for students. FWISD will cover the TCCD dual credit tuition and fees for students. This instructional agreement is in effect for a period of three (3) years beginning on July 1, 2024, and ending on June 30, 2027.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for Traditional Dual Credit Programs
2. Decline to Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for Traditional Dual Credit Programs
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Memorandum of Understanding Between Fort Worth Independent School District and Tarrant County College District for Traditional Dual Credit Programs

**FUNDING SOURCE:**      **Additional Detail**

No Cost

**COST:**

No Cost

**VENDOR(S)/PROVIDER(S):**

Tarrant County College District

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not Applicable*

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Arlington Heights High School  
Benbrook High School  
Carter-Riverside High School  
Diamond Hill-Jarvis High School  
P.L. Dunbar High School  
Eastern Hills High School  
IM Terrell Academy for STEM & VPA  
Marine Creek Collegiate  
North Side High School  
R. L. Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Success High School  
Texas Academy of Biomedical Sciences  
Tarrant County College South/FWISD Collegiate  
GB Trimble Technical High School  
Western Hills High School  
World Languages Institute  
Oscar Dean Wyatt High School  
Young Men's Leadership Academy  
Young Women's Leadership Academy

**RATIONALE:**

The purpose of the agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school that lead to a post-secondary degree and/or certificate.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Network 2

**INSTRUCTIONAL AGREEMENT**  
**BETWEEN**  
**TARRANT COUNTY COLLEGE DISTRICT**  
**AND**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**DUAL CREDIT PROGRAM**  
**STATE OF TEXAS**

This Agreement (herein so called), made and entered into as of **July 24, 2024**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Fort Worth Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning as of **July 24, 2024**, and ending on **June 30, 2027**. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

**PURPOSE**

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and awarded through the COLLEGE DISTRICT for semester credit hours leading to a post- secondary degree or certificate.

**DUAL CREDIT STATEWIDE GOALS**

HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on the time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students participating in the dual credit program academic and college readiness advising with access to the

COLLEGE DISTRICT’S student support services to support students with college course completion.

Dual credit students’ performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT’S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

### **TEXAS HOUSE BILL 8 (HB8)**

Texas community colleges will now receive state funding primarily through an outcomes-based model that is aligned with state higher education goals in *Building a Talent Strong Texas* and regional and state workforce needs. HB 8 establishes a new funding model through which colleges receive a majority of their state funding through a formula based on measurable, student-focused outcomes and data. By focusing on outcomes, this system rewards colleges for equipping more Texans with the knowledge, skills, and experiences they need to enter the labor market and maintain our state’s economic competitiveness.

This funding is calculated based on the number of credentials the college awards, with an emphasis on credentials for high-demand occupations; the number of students who earn at least 15 credit hours and transfer to (or are co-enrolled in) a four-year public university; and the number of high school students who earn at least 15 credit hours through academic and workforce dual credit programs.

HB8 also provided for the implementation of the Financial Aid for Swift Transfer (FAST) program. FAST is an optional program available to public institutions of higher education, as defined under [TEC, Section 61.003\(8\)](#). By statute, the FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. An eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to an eligible student. Students are “eligible students” under the FAST program if they:

1. Are enrolled in an eligible dual credit course at a public school district or charter school (i.e., eligible for Foundation School Program funding); and
2. Are taking a course offered through an institutional agreement, as outlined in [TAC, Section 4.84](#), from an institution of higher education that has opted to participate in FAST; and
3. Were qualified for free/reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as tuition, fees, books, or supplies. However, FAST-eligible students may not incur these charges. Participating institutions may not charge a per-credit tuition rate more than the state-approved FAST tuition rate to any student who is not FAST-eligible but is attending high school in a Texas school district or charter school for any eligible dual credit course offered by an agreement with the participating institution. Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by school districts or charter schools.

### **DUAL CREDIT TUITION WAIVER**

Effective Fall 2023, the COLLEGE DISTRICT shall waive tuition for all dual credit/enrollment students. This waiver will apply to all dual credit/enrollment students including early college high school, concurrent enrollment, private, and home school students, and will waive the tuition for all approved dual credit courses offered via this Agreement in partnership with the COLLEGE DISTRICT. This waiver will



also apply to any dual credit/enrollment students regardless of county of residence or modality of their coursework, and shall apply to courses taken in any semester (Summer, Spring, Fall, etc.).

### **ELIGIBLE COURSES**

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) states dual credit courses must apply to the core curriculum, career and technical education courses toward a COLLEGE DISTRICT Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a COLLEGE DISTRICT Associate of Arts, Associate of Science, Associate of Applied Science, Field of Study or Program of Study.

### **LOCATION OF CLASS**

The COLLEGE DISTRICT may offer dual credit courses on the TCC South Campus, TCC Northeast Campus, TCC Northwest Campus, TCC Southeast Campus, TCC Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus. Any location at which a COLLEGE DISTRICT course is offered shall adhere to the off-site location approval requirements of the SACSCOC and THECB.

Dual credit courses taught electronically must adhere to the Texas Higher Education [Principles of Good Practice for Courses Offered Electronically](#) and the COLLEGE DISTRICT's standards for distance learning courses.

### **PROGRAM DETAILS**

(1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.

(2) Program guidelines align with the [Texas Administrative Code Chapter 4; Subchapter D](#). If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.

(3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:

- a) Family Educational Rights and Privacy Act Waiver (optional)
- b) Meningitis Vaccination Record (if taking courses on a TCC campus)
- c) Residency Questionnaire (if applicable)
- d) If undocumented status, Tuition Waiver for All Non-Citizen Residents Without An I-551 (Immigration Status)
- e) Online Readiness (for online courses)

(4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.

(5) Students must complete the registration process by completing the following steps:

- a) Admission application

- b) Pre-Assessment Activity (or exemption)
- c) Texas Success Initiative Assessment (TSI-A) (or exemption)
- d) Register for courses

(6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus. The COLLEGE DISTRICT will provide full oversight of the course curriculum, course policies outlined in the Syllabus regarding the calculation of final grade, academic integrity, and all assigned reading materials.

(7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum number of students per course in accordance with COLLEGE DISTRICT guidelines and policy. Exceptions can be approved by the Vice President for Academic Affairs.

(8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.

(9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S [Student Code of Conduct](#). The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues. The SCHOOL DISTRICT will contact the COLLEGE DISTRICT to discuss student eligibility due to disciplinary dismissal from the approved High School location.

(10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.

(11) To continue in the program, students must maintain the [academic standards](#) of the COLLEGE DISTRICT.

(12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.

(13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

### **COURSE CURRICULUM, INSTRUCTION AND GRADING**

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices and COLLEGE DISTRICT policy. Grades will be assigned by the instructor of record for all dual credit courses in accordance with COLLEGE DISTRICT policy. COLLEGE DISTRICT shall provide final grades to SCHOOL DISTRICT as letter grades (i.e. A, B, C, D, F, etc.), and will provide numeric grades when possible. When numeric grades are not provided, the SCHOOL DISTRICT may adopt a policy or practice to convert letter grades received from COLLEGE DISTRICT for dual credit courses to numeric grades. SCHOOL DISTRICT shall make any such policy or practice available to all dual credit students. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course who meets both the COLLEGE DISTRICT and the SACSCOC accreditation requirements. Employment as an embedded faculty member for the COLLEGE DISTRICT is based on the college's semester-by-semester needs. Employment for one semester neither implies nor obliges future employment.

In the instance of a faculty absence, the COLLEGE DISTRICT shall provide a substitute from the academic department. If the COLLEGE DISTRICT is unable to provide a substitute, the SCHOOL DISTRICT will provide a faculty or staff member to monitor the course.

The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of \$ 1,835.00 for a three credit hour course or \$ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

### **JOINT PLANNING**

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

### **ACADEMIC ADVISING**

The COLLEGE DISTRICT shall offer academic advising services on the TCC South Campus, TCC Northeast Campus, TCC Northwest Campus, TCC Southeast Campus, TCC Trinity River Campus, and TCC Connect Campus. The scope of services will include professional career advisors offering support and guidance to diverse student populations seeking to achieve educational, career, and life goals. Career advisors will offer students coursework information, inform them of college policies and procedures, the college mission, and career options. Career advisors will partner with COLLEGE DISTRICT Educational Partnerships teams to align high school endorsements with college educational plans. The COLLEGE DISTRICT will contribute to student success by each campus introducing campus resources (<https://www.tccd.edu/services/campus-resources>) and academic help (<https://www.tccd.edu/academics/academic-help>) to all dual credit students.

Legislation: [SB 1277](#)

The COLLEGE DISTRICT only provides mental health counseling services to dual credit students who are of the legal age to consent to services.

COLLEGE DISTRICT has established Pathways based on the Texas Education Agency high school graduation endorsement options:

- Science, Technology, Engineering and Mathematics (STEM)
- Business and Industry
- Human and Public Service
- Arts and Humanities
- Health Science

The COLLEGE DISTRICT and SCHOOL DISTRICT will collaborate to utilize the established endorsement Pathways and resources, and in guiding students toward college and career goals including but not limited to:

- Graduation Programs Side by Side
- Endorsement FAQs--March 2014

- Other HB5 FAQs

## **STUDENT LEARNING MATERIALS AND COURSE SUPPLIES**

Student Learning Materials can include digital-based course materials, common learning materials (textbooks), and open education resources (OER).

Throughout the duration of this Agreement, the SCHOOL DISTRICT will provide student learning materials, course supplies, and be responsible for the cost of TCC Plus charges for all students.

## **DUTIES OF THE COLLEGE DISTRICT**

The COLLEGE DISTRICT's duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advising, and registration procedures.
- B. Record grades and make official transcripts available after the close of each semester's grading period.
- C. Record attendance at each class session and make records available to the high school.
- D. Drop a student at the request of the SCHOOL DISTRICT or of the student and report the student's request to the SCHOOL DISTRICT representative.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Hire, supervise and evaluate instructors of dual credit courses, including embedded faculty.
- G. Provide professional development to SCHOOL DISTRICT instructors teaching dual credit coursework.
- H. The COLLEGE DISTRICT will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA). COLLEGE DISTRICT faculty may provide grades and course related information to students and SCHOOL DISTRICT personnel as authorized by the COLLEGE DISTRICT but are not responsible for the use of this information once shared with the identified authorized person(s).
- I. Inform students of Title IX training requirement, #NotAnymore.

## **DUTIES OF THE SCHOOL DISTRICT**

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and request dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT. Course requests received after the COLLEGE DISTRICT deadline may not be accommodated.
- B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to ensure the high school curriculum requirements for Texas Essential Knowledge and Skills (TEKS) aligns with the college curriculum student learning outcomes for courses taught at the COLLEGE DISTRICT..

- D. Each academic year the SCHOOL DISTRICT may provide an updated course crosswalk as needed.
- E. Provide support to COLLEGE DISTRICT'S faculty assigned to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- F. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- G. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.
- H. SCHOOL DISTRICT will provide COLLEGE DISTRICT with a list of Texas Student Data System (TSDS) ID numbers for each enrolled dual credit student each Fall, Spring, and Summer semesters. This list shall also include each student's name and COLLEGE DISTRICT ID number.
- I. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- J. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
- (1) Student Texas Success Initiative ("TSI") exemption records;
  - (2) Advise students regarding the completion of all required COLLEGE DISTRICT admissions documents;
  - (3) Assist the COLLEGE DISTRICT with student orientation;
  - (4) Submit all student documentation by published due dates
  - (5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.
- K. Ensure students have registered by the COLLEGE DISTRICT's Academic Calendar.
- L. For classes taught at the SCHOOL DISTRICT location(s), the SCHOOL DISTRICT must provide a collegiate environment, as approved by the COLLEGE DISTRICT, for classes with adequate classroom facilities and technology, and ensure no disruption of college classes. For courses with a lab component taught at the SCHOOL DISTRICT location(s), the SCHOOL DISTRICT is responsible for providing any additional support for lab setup to ensure the students and faculty are able to complete all required lab activities.
- M. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.
- N. The SCHOOL DISTRICT will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA).
- O. All charges and fees associated with criminal background checks of personnel as required by SCHOOL DISTRICT, whether SCHOOL DISTRICT employees, COLLEGE DISTRICT employees, or contract employees, will be the responsibility of the SCHOOL DISTRICT.

#### **DUTIES OF AN EMBEDDED FACULTY MEMBER**

**Definition:**

An Embedded Faculty member is a high school instructor who meets both COLLEGE DISTRICT and SACSCOC credentialing requirements and adjunct faculty hiring standards and is therefore assigned to teach COLLEGE DISTRICT courses at the high school where they are employed. These courses can include academic courses, career & technical education/workforce courses, and non-credit courses.

An embedded faculty member's selection for hire with the COLLEGE DISTRICT and continued teaching is contingent upon meeting established performance standards.

The Embedded Faculty member's duties shall include, but not be limited to, the following:

- A. Deliver course content and scheduled contact hours that adhere to the standards of the Texas Higher Education Coordinating Board,
- B. Use COLLEGE DISTRICT-approved student learning materials (textbooks), meet learning objectives, and maintain instruction/college rigor that is consistent with and comparable to courses taught on the college campus,
- C. Maintain accurate attendance records utilizing COLLEGE DISTRICT's learning management system (LMS),
- D. Utilize COLLEGE DISTRICT's electronic resources, including the TCC Canvas course shell for each COLLEGE DISTRICT section, the TCC Library catalog and databases, and Hello!TCC for certifying rosters and final grade submission,
- E. Meet HB2504 compliance requirements by publishing online course syllabi before the first day of class and entering an updated online CV,
- F. Submit course syllabus and sample assignments or exams to the COLLEGE DISTRICT Department Chair/Academic Leadership,
- G. Meet deadlines for grade submission, completion of ISLOs, annual compliance training, and roster certification,
- H. Comply fully in the scheduling and completion of the COLLEGE DISTRICT's Faculty Evaluation process, including a teaching observation by the evaluator, a faculty self-report, and a conference to finalize the evaluation,
- I. Attend a required COLLEGE DISTRICT Department Meeting and/or a Faculty Liaison training session at the start of each new academic semester,
- J. Maintain consistent 2-way communication with their COLLEGE DISTRICT Department Chair/Academic Leadership and their Faculty Liaison and respond accordingly in a timely manner,
- K. Follow the COLLEGE DISTRICT Calendar for delivery of instruction in COLLEGE DISTRICT course sections,
- L. Complete professional development hours as required by the COLLEGE DISTRICT, in addition to the COLLEGE DISTRICT's required compliance training(s) and trainings related to online instruction (if applicable),
- M. Adhere to FERPA guidelines in all COLLEGE DISTRICT courses, and
- N. Meet COLLEGE DISTRICT guidelines in providing accommodations to students, as assessed and recommended by COLLEGE DISTRICT's Student Accessibility Resources office.

## **AGREEMENT**

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

## **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

## **RELATIONSHIP OF THE PARTIES**

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as embedded faculty or adjunct instructors of the COLLEGE DISTRICT, or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

## **LIABILITY**

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

## **RIGHT OF REVOCATION**

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT  
Edward Hicks IV, M.Ed.  
District Director of Educational Partnerships  
Tarrant County College District  
300 Trinity Campus Circle  
Fort Worth, Texas 76102

SCHOOL DISTRICT  
Fort Worth ISD  
7060 Camp Bowie Blvd.  
Fort Worth, Texas 76116

Executed as of August 1, 2024, by COLLEGE DISTRICT, signed by its Vice Chancellor and Provost and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1<sup>st</sup> for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

By \_\_\_\_\_  
Shelley Pearson, Ed.D.  
Vice Chancellor and Provost  
Tarrant County College District

INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
Dr. Angélica M. Ramsey  
Superintendent  
Fort Worth ISD



**ATTACHMENT A**  
**COURSE CROSSWALK: PROGRAMS**  
**APPROVED/COURSE CURRICULUM**  
**GUIDE/ENDORSEMENT GUIDE/COURSE**  
**CROSSWALK**

## Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

### **General Requirements for an Associate Degree:**

1. Earn up to 60 college-level credit hours.
2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
5. All requirements of the degree must be satisfactorily completed.
6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
7. All financial obligations to the College must be met.
8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence.

### **General Requirements for a Certificate of Completion:**

1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
3. All requirements of the certificate must be satisfactorily completed.
4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

### **Core Curriculum and Semester Credit Hour (SCH) Requirements:**

Communication – 6 SCH

Mathematics – 3 SCH

Life and Physical Sciences – 8 SCH

Language, Culture and Philosophy – 3 SCH

Creative Arts – 3 SCH

American History – 6 SCH

Government and Political Science – 6 SCH

Social and Behavioral Science – 3 SCH

Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Field of Study (FOS) – Senate Bill 148 of the 75th Texas Legislature (1997) mandated Field of Study curricula. The Field of Study curricula, along with core curricula, are intended to facilitate transferability of courses among Texas public colleges and universities. All public four-year institutions are required to accept Coordinating Board approved Field of Study courses in fulfillment of lower-division requirements for bachelor's degrees in majors that correspond to the Field of Study.

Fields of Study (Effective through August 31, 2025)

Business Administration & Management

Communication:

Advertising & Public Relations

Journalism & Mass Communication

Radio & Television Broadcasting/Broadcast Journalism

Speech Communication

Computer Science

Engineering:

Civil Engineering

Electrical Engineering

Mechanical Engineering

Music

Nursing

Social Work

Fields of Study (Effective after August 31, 2025)

Business Administration

Criminal Justice

Political Science

Psychology

Sociology

Nursing

Social Work

You should consult with an academic advisor about transferring to a specific college or university.

## Dual Credit Core Curriculum Course Guide

<b>English (6 Hours) Choose two courses</b>		
ENGL 1301*	ENGL 1302*	_____ 3 Hrs _____ 3 Hrs
<b>Speech (3 Hours) Choose one course</b>		
SPCH1315 Or SPCH 1321		_____ 3 Hrs
<b>Math (3 Hours) Choose one course</b>		
MATH 1314* (Algebraic Pathway) Or MATH 1342* (Non Algebraic Pathway) Or Math 1332+ (Non Algebraic Pathway)		_____ 3 Hrs
<b>Science (8 Hours) Choose two courses</b>		
BIOL 1408 (Non Science Majors) Or BIOL1406 (Science Majors)	BIOL 1409 (Non Science Majors) Or BIOL 1407 (Science Majors)	_____ 4 Hrs _____ 4 Hrs
<b>Creative Arts (3 Hours) Choose one course</b>		
ARTS 1301 Or MUSI 1306 Or DRAM 1301		_____ 3 Hrs
<b>Lang Culture &amp; Phil (3 Hours) Choose one course</b>		
ENGL 2322* Or ENGL 2327* Or ENGL 2323* Or ENGL 2328*		_____ 3 Hrs
<b>American History (6 Hours) Choose two courses</b>		
HIST 1301*	HIST 1302*	_____ 3 Hrs _____ 3 Hrs
<b>Government (6 Hours) Choose two courses</b>		
GOVT 2305* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	GOVT 2306* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	_____ 3 Hrs _____ 3 Hrs
<b>Behavior (3 Hours) Choose one course</b>		
PSYC 2301* SOCI 1301* ECON 2301		_____ 3 Hrs

Other college courses may or may not count for High school Credit.

\* TSI passing score required

**How to read course numbers: Example, ENGL 1301**

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:

2=Sophomore or intermediate or advanced.

- 
- STEM
- Business & Industry
- Human & Public Service
- Arts & Humanities
- Health Science

## DUAL CREDIT COURSE CROSSWALK

### (In Collaboration With High School Representative)

9 <sup>th</sup> Grade		10 <sup>th</sup> Grade		11 <sup>th</sup> Grade		12 <sup>th</sup> Grade		
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	*Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					<input type="checkbox"/> *ENGL 1301 (PEIMS CODE)	<input type="checkbox"/> *ENGL 1302 (PEIMS CODE)		
			<input type="checkbox"/> SPCH1315 (PEIMS CODE) or <input type="checkbox"/> SPCH 1321 (PEIMS CODE)	<input type="checkbox"/> ARTS 1301 (PEIMS CODE) or <input type="checkbox"/> MUSI 1306 (PEIMS CODE) or <input type="checkbox"/> DRAM1310 (PEIMS CODE)	<input type="checkbox"/> *HIST 1301 (PEIMS CODE)	<input type="checkbox"/> *HIST 1302 (PEIMS CODE)	<input type="checkbox"/> *ENGL 2322 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2323 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2327 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2328 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2332 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2333 (PEIMS CODE)	<input type="checkbox"/> *MATH 1342 (PEIMS CODE) or <input type="checkbox"/> *MATH 1314 (PEIMS CODE) or <input type="checkbox"/> *MATH 1332 (PEIMS CODE)
							<input type="checkbox"/> *GOVT 2305 (PEIMS CODE)	<input type="checkbox"/> *PSYC 2301 (PEIMS CODE) or <input type="checkbox"/> *SOCI 1301 (PEIMS CODE) or <input type="checkbox"/> *ECON 2301 (PEIMS CODE)
	*TSI Passing Score Required (PEIMS CODE)		Two Lab Science Options dependent on College Major - <input type="checkbox"/> BIOL 1408 (PEIMS CODE), <input type="checkbox"/> BIOL 1409 (PEIMS CODE), or <input type="checkbox"/> BIOL 1406 (PEIMS CODE), <input type="checkbox"/> BIOL 1407 (PEIMS CODE), or <input type="checkbox"/> BIOL 2401 (PEIMS CODE), <input type="checkbox"/> BIOL 2402 (PEIMS CODE)					
The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.								

# **ATTACHMENT B**

## **GUIDELINES FOR DUAL CREDIT PARTNERSHIPS**



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

January 2019 (Revised January 2024)

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations [Chapter 4; Subchapter D](#) of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address remedial coursework and the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

#### A. Student Eligibility

(1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:

(a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in [Chapter 4; Subchapter C; Rule 4.57](#) (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in ([Chapter 4; Subchapter C; Rule 4.56](#) TAC).

(b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative ([Chapter 4; Subchapter C; Rule 4.54](#) TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.

(c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

(2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and writing (ELAR)** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or

(b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the





## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.

(3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015 ; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.

(4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.

(5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.

(6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.

(7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.

(8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. **It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.**



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

- .....
- (9) Students must follow the TCC catalog “Academic Standing” policy (see TCC college catalog).
  - (10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
  - (11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

#### **B. Eligible Courses**

- (1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, a foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.
- (2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.
- (3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.
- (4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

#### **C. Location of Class**

- (1) Dual credit courses may be taught on the college campus or the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self- Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.
- (2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities and technology; and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.
- (3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

#### **D. Composition of Class**

(1) Dual credit courses may be composed of dual credit students only or dual and college credit students. Exceptions for a mixed class, which would also include high school credit only students, may be allowed only under one of the following conditions:

(a) If the course involved is required for completion under the State Board of Education Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

(b) If the high school credit-only students are College Board Advanced Placement (AP) students.

(c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

#### **E. Faculty Selection, Supervision, and Evaluation**

(1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college. SCHOOL DISTRICT may recommend candidates for consideration as dual enrollment instructors.

(2) TCC shall supervise and evaluate instructors of dual credit courses.

#### **F. Course Curriculum, Instruction, and Grading**

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

#### **G. Academic Policies and Student Support Services**

(1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.

(2) Students in dual credit courses have access to student support services. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

(3) Dual credit students must abide by all TCC policies and procedures as outlined in the current [Academic Catalog](#) and [Student Handbook](#).

(4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for accommodations/equal access are reviewed on a case-by-case basis and are determined based on the functional limitations caused by the disability and the supporting documentation provided.

(a) Otherwise qualified high school students enrolled in the dual credit program are eligible for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC SAR representative will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with a TCC SAR representative.

## **H. Transcribing of Credit**

(1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

## **I. Funding**

(1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.

(2) The college may claim funding for students receiving college credit for eligible dual credit courses as defined in [Title 19; Part 1; Chapter 4; Subchapter D; Rule 4.85 of the Texas Administrative Code](#) (TAC)

(3) This provision does not apply to students enrolled in approved early college high school programs.

(4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit. Effective Fall 2023, Tarrant County College shall waive tuition for all dual credit/enrollment students. For additional information, please see “Dual Credit Tuition Waiver” section of the Agreement.

**Attachment C:  
TCC PLUS AND FEES**

## **TCC Plus and Fees**

Effective Fall 2023, Tarrant County College shall waive tuition for all dual credit/enrollment students. However, non-FAST eligible students may incur costs that include [TCC Plus \(digital course materials\)](#), [course supplies](#), or any other charge applied at the time of registration.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total costs AND access to the digital learning materials. The non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer, even though the student receives a waiver for the cost of tuition.

The student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (TCC Plus charges, parking fines, library fines, etc.) may result in a registration restriction being placed on the student's account.

**CONSENT AGENDA ITEM  
BOARD MEETING  
July 23, 2024**

**TOPIC:**        **APPROVE PURCHASE OF DUAL CREDIT TEXTBOOKS  
AND TARRANT COUNTY COLLEGE PLUS RESOURCES**

**BACKGROUND:**

The Fort Worth Independent School District provides all Dual Credit textbooks for students participating in approved Dual Credit courses offered through the Tarrant County College (TCC) District and their high school during the school day. Textbooks are based on each Dual Credit student enrolled in a TCC course that includes a required textbook, *or* a TCC Plus course that includes the required textbook resources already built into the Dual Credit class through the Canvas Learning Platform.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources
2. Decline to Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources

**FUNDING SOURCE:**        **Additional Details**

General Fund                      199-11-6321-221

**COST:**

Not-to-Exceed - \$650,994

**VENDOR(S)/PROVIDER(S):**

Tarrant County College District, Barnes and Noble Bookstore

**PURCHASING MECHANISM:**

Interlocal Agreement

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Arlington Heights High School  
Benbrook High School  
Carter-Riverside High School  
Diamond Hill-Jarvis High School  
PL Dunbar High School  
Eastern Hills High School  
IM Terrell Academy for STEM & VPA  
Marine Creek Collegiate  
North Side High School  
R.L. Paschal High School  
Polytechnic High School  
South Hills High School  
Southwest High School  
Success High School  
Texas Academy of Bio Medical Sciences  
TCC South/FWISD Collegiate  
GB Trimble Technical High School  
Western Hills High School  
World Languages Institute  
OD Wyatt High School  
Young Men's Leadership Academy  
Young Women's Leadership Academy  
College, Career, and Military Readiness & Enrichment

**RATIONALE:**

The purpose of this purchase is to provide students the opportunity to earn both college and high school credit that lead to a post-secondary degree and/or certificate while enrolled in high school. These TCC courses and textbooks will allow students access to continued enrollment in college courses which allow high school credit and college credit simultaneously.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



**INSTRUCTIONAL AGREEMENT**  
**BETWEEN**  
**TARRANT COUNTY COLLEGE DISTRICT**  
**AND**  
**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**DUAL CREDIT PROGRAM**  
**STATE OF TEXAS**

This Agreement (herein so called), made and entered into as of **July 24, 2024**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Fort Worth Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning as of **July 24, 2024**, and ending on **June 30, 2027**. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

**PURPOSE**

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and awarded through the COLLEGE DISTRICT for semester credit hours leading to a post- secondary degree or certificate.

**DUAL CREDIT STATEWIDE GOALS**

HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on the time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students participating in the dual credit program academic and college readiness advising with access to the

COLLEGE DISTRICT’S student support services to support students with college course completion.

Dual credit students’ performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT’S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

### **TEXAS HOUSE BILL 8 (HB8)**

Texas community colleges will now receive state funding primarily through an outcomes-based model that is aligned with state higher education goals in *Building a Talent Strong Texas* and regional and state workforce needs. HB 8 establishes a new funding model through which colleges receive a majority of their state funding through a formula based on measurable, student-focused outcomes and data. By focusing on outcomes, this system rewards colleges for equipping more Texans with the knowledge, skills, and experiences they need to enter the labor market and maintain our state’s economic competitiveness.

This funding is calculated based on the number of credentials the college awards, with an emphasis on credentials for high-demand occupations; the number of students who earn at least 15 credit hours and transfer to (or are co-enrolled in) a four-year public university; and the number of high school students who earn at least 15 credit hours through academic and workforce dual credit programs.

HB8 also provided for the implementation of the Financial Aid for Swift Transfer (FAST) program. FAST is an optional program available to public institutions of higher education, as defined under [TEC, Section 61.003\(8\)](#). By statute, the FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. An eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to an eligible student. Students are “eligible students” under the FAST program if they:

1. Are enrolled in an eligible dual credit course at a public school district or charter school (i.e., eligible for Foundation School Program funding); and
2. Are taking a course offered through an institutional agreement, as outlined in [TAC, Section 4.84](#), from an institution of higher education that has opted to participate in FAST; and
3. Were qualified for free/reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as tuition, fees, books, or supplies. However, FAST-eligible students may not incur these charges. Participating institutions may not charge a per-credit tuition rate more than the state-approved FAST tuition rate to any student who is not FAST-eligible but is attending high school in a Texas school district or charter school for any eligible dual credit course offered by an agreement with the participating institution. Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by school districts or charter schools.

### **DUAL CREDIT TUITION WAIVER**

Effective Fall 2023, the COLLEGE DISTRICT shall waive tuition for all dual credit/enrollment students. This waiver will apply to all dual credit/enrollment students including early college high school, concurrent enrollment, private, and home school students, and will waive the tuition for all approved dual credit courses offered via this Agreement in partnership with the COLLEGE DISTRICT. This waiver will

also apply to any dual credit/enrollment students regardless of county of residence or modality of their coursework, and shall apply to courses taken in any semester (Summer, Spring, Fall, etc.).

### **ELIGIBLE COURSES**

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) states dual credit courses must apply to the core curriculum, career and technical education courses toward a COLLEGE DISTRICT Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a COLLEGE DISTRICT Associate of Arts, Associate of Science, Associate of Applied Science, Field of Study or Program of Study.

### **LOCATION OF CLASS**

The COLLEGE DISTRICT may offer dual credit courses on the TCC South Campus, TCC Northeast Campus, TCC Northwest Campus, TCC Southeast Campus, TCC Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus. Any location at which a COLLEGE DISTRICT course is offered shall adhere to the off-site location approval requirements of the SACSCOC and THECB.

Dual credit courses taught electronically must adhere to the Texas Higher Education [Principles of Good Practice for Courses Offered Electronically](#) and the COLLEGE DISTRICT's standards for distance learning courses.

### **PROGRAM DETAILS**

(1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.

(2) Program guidelines align with the [Texas Administrative Code Chapter 4; Subchapter D](#). If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.

(3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:

- a) Family Educational Rights and Privacy Act Waiver (optional)
- b) Meningitis Vaccination Record (if taking courses on a TCC campus)
- c) Residency Questionnaire (if applicable)
- d) If undocumented status, Tuition Waiver for All Non-Citizen Residents Without An I-551 (Immigration Status)
- e) Online Readiness (for online courses)

(4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.

(5) Students must complete the registration process by completing the following steps:

- a) Admission application

- b) Pre-Assessment Activity (or exemption)
- c) Texas Success Initiative Assessment (TSI-A) (or exemption)
- d) Register for courses

(6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus. The COLLEGE DISTRICT will provide full oversight of the course curriculum, course policies outlined in the Syllabus regarding the calculation of final grade, academic integrity, and all assigned reading materials.

(7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum number of students per course in accordance with COLLEGE DISTRICT guidelines and policy. Exceptions can be approved by the Vice President for Academic Affairs.

(8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.

(9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S [Student Code of Conduct](#). The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues. The SCHOOL DISTRICT will contact the COLLEGE DISTRICT to discuss student eligibility due to disciplinary dismissal from the approved High School location.

(10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.

(11) To continue in the program, students must maintain the [academic standards](#) of the COLLEGE DISTRICT.

(12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.

(13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

### **COURSE CURRICULUM, INSTRUCTION AND GRADING**

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices and COLLEGE DISTRICT policy. Grades will be assigned by the instructor of record for all dual credit courses in accordance with COLLEGE DISTRICT policy. COLLEGE DISTRICT shall provide final grades to SCHOOL DISTRICT as letter grades (i.e. A, B, C, D, F, etc.), and will provide numeric grades when possible. When numeric grades are not provided, the SCHOOL DISTRICT may adopt a policy or practice to convert letter grades received from COLLEGE DISTRICT for dual credit courses to numeric grades. SCHOOL DISTRICT shall make any such policy or practice available to all dual credit students. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course who meets both the COLLEGE DISTRICT and the SACSCOC accreditation requirements. Employment as an embedded faculty member for the COLLEGE DISTRICT is based on the college's semester-by-semester needs. Employment for one semester neither implies nor obliges future employment.

In the instance of a faculty absence, the COLLEGE DISTRICT shall provide a substitute from the academic department. If the COLLEGE DISTRICT is unable to provide a substitute, the SCHOOL DISTRICT will provide a faculty or staff member to monitor the course.

The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of \$ 1,835.00 for a three credit hour course or \$ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

### **JOINT PLANNING**

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

### **ACADEMIC ADVISING**

The COLLEGE DISTRICT shall offer academic advising services on the TCC South Campus, TCC Northeast Campus, TCC Northwest Campus, TCC Southeast Campus, TCC Trinity River Campus, and TCC Connect Campus. The scope of services will include professional career advisors offering support and guidance to diverse student populations seeking to achieve educational, career, and life goals. Career advisors will offer students coursework information, inform them of college policies and procedures, the college mission, and career options. Career advisors will partner with COLLEGE DISTRICT Educational Partnerships teams to align high school endorsements with college educational plans. The COLLEGE DISTRICT will contribute to student success by each campus introducing campus resources (<https://www.tccd.edu/services/campus-resources>) and academic help (<https://www.tccd.edu/academics/academic-help>) to all dual credit students.

Legislation: [SB 1277](#)

The COLLEGE DISTRICT only provides mental health counseling services to dual credit students who are of the legal age to consent to services.

COLLEGE DISTRICT has established Pathways based on the Texas Education Agency high school graduation endorsement options:

- Science, Technology, Engineering and Mathematics (STEM)
- Business and Industry
- Human and Public Service
- Arts and Humanities
- Health Science

The COLLEGE DISTRICT and SCHOOL DISTRICT will collaborate to utilize the established endorsement Pathways and resources, and in guiding students toward college and career goals including but not limited to:

- Graduation Programs Side by Side
- Endorsement FAQs--March 2014

- Other HB5 FAQs

## **STUDENT LEARNING MATERIALS AND COURSE SUPPLIES**

Student Learning Materials can include digital-based course materials, common learning materials (textbooks), and open education resources (OER).

Throughout the duration of this Agreement, the SCHOOL DISTRICT will provide student learning materials, course supplies, and be responsible for the cost of TCC Plus charges for all students.

## **DUTIES OF THE COLLEGE DISTRICT**

The COLLEGE DISTRICT's duties shall include, but not be limited to, the following:

- A. Assist students in the completion of admissions, testing, advising, and registration procedures.
- B. Record grades and make official transcripts available after the close of each semester's grading period.
- C. Record attendance at each class session and make records available to the high school.
- D. Drop a student at the request of the SCHOOL DISTRICT or of the student and report the student's request to the SCHOOL DISTRICT representative.
- E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.
- F. Hire, supervise and evaluate instructors of dual credit courses, including embedded faculty.
- G. Provide professional development to SCHOOL DISTRICT instructors teaching dual credit coursework.
- H. The COLLEGE DISTRICT will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA). COLLEGE DISTRICT faculty may provide grades and course related information to students and SCHOOL DISTRICT personnel as authorized by the COLLEGE DISTRICT but are not responsible for the use of this information once shared with the identified authorized person(s).
- I. Inform students of Title IX training requirement, #NotAnymore.

## **DUTIES OF THE SCHOOL DISTRICT**

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

- A. Plan and request dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT. Course requests received after the COLLEGE DISTRICT deadline may not be accommodated.
- B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
- C. Work with the COLLEGE DISTRICT to ensure the high school curriculum requirements for Texas Essential Knowledge and Skills (TEKS) aligns with the college curriculum student learning outcomes for courses taught at the COLLEGE DISTRICT..

- D. Each academic year the SCHOOL DISTRICT may provide an updated course crosswalk as needed.
- E. Provide support to COLLEGE DISTRICT'S faculty assigned to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.
- F. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.
- G. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.
- H. SCHOOL DISTRICT will provide COLLEGE DISTRICT with a list of Texas Student Data System (TSDS) ID numbers for each enrolled dual credit student each Fall, Spring, and Summer semesters. This list shall also include each student's name and COLLEGE DISTRICT ID number.
- I. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.
- J. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:
- (1) Student Texas Success Initiative ("TSI") exemption records;
  - (2) Advise students regarding the completion of all required COLLEGE DISTRICT admissions documents;
  - (3) Assist the COLLEGE DISTRICT with student orientation;
  - (4) Submit all student documentation by published due dates
  - (5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.
- K. Ensure students have registered by the COLLEGE DISTRICT's Academic Calendar.
- L. For classes taught at the SCHOOL DISTRICT location(s), the SCHOOL DISTRICT must provide a collegiate environment, as approved by the COLLEGE DISTRICT, for classes with adequate classroom facilities and technology, and ensure no disruption of college classes. For courses with a lab component taught at the SCHOOL DISTRICT location(s), the SCHOOL DISTRICT is responsible for providing any additional support for lab setup to ensure the students and faculty are able to complete all required lab activities.
- M. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.
- N. The SCHOOL DISTRICT will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA).
- O. All charges and fees associated with criminal background checks of personnel as required by SCHOOL DISTRICT, whether SCHOOL DISTRICT employees, COLLEGE DISTRICT employees, or contract employees, will be the responsibility of the SCHOOL DISTRICT.

#### **DUTIES OF AN EMBEDDED FACULTY MEMBER**

##### **Definition:**

An Embedded Faculty member is a high school instructor who meets both COLLEGE DISTRICT and SACSCOC credentialing requirements and adjunct faculty hiring standards and is therefore assigned to teach COLLEGE DISTRICT courses at the high school where they are employed. These courses can include academic courses, career & technical education/workforce courses, and non-credit courses.

An embedded faculty member's selection for hire with the COLLEGE DISTRICT and continued teaching is contingent upon meeting established performance standards.

The Embedded Faculty member's duties shall include, but not be limited to, the following:

- A. Deliver course content and scheduled contact hours that adhere to the standards of the Texas Higher Education Coordinating Board,
- B. Use COLLEGE DISTRICT-approved student learning materials (textbooks), meet learning objectives, and maintain instruction/college rigor that is consistent with and comparable to courses taught on the college campus,
- C. Maintain accurate attendance records utilizing COLLEGE DISTRICT's learning management system (LMS),
- D. Utilize COLLEGE DISTRICT's electronic resources, including the TCC Canvas course shell for each COLLEGE DISTRICT section, the TCC Library catalog and databases, and Hello!TCC for certifying rosters and final grade submission,
- E. Meet HB2504 compliance requirements by publishing online course syllabi before the first day of class and entering an updated online CV,
- F. Submit course syllabus and sample assignments or exams to the COLLEGE DISTRICT Department Chair/Academic Leadership,
- G. Meet deadlines for grade submission, completion of ISLOs, annual compliance training, and roster certification,
- H. Comply fully in the scheduling and completion of the COLLEGE DISTRICT's Faculty Evaluation process, including a teaching observation by the evaluator, a faculty self-report, and a conference to finalize the evaluation,
- I. Attend a required COLLEGE DISTRICT Department Meeting and/or a Faculty Liaison training session at the start of each new academic semester,
- J. Maintain consistent 2-way communication with their COLLEGE DISTRICT Department Chair/Academic Leadership and their Faculty Liaison and respond accordingly in a timely manner,
- K. Follow the COLLEGE DISTRICT Calendar for delivery of instruction in COLLEGE DISTRICT course sections,
- L. Complete professional development hours as required by the COLLEGE DISTRICT, in addition to the COLLEGE DISTRICT's required compliance training(s) and trainings related to online instruction (if applicable),
- M. Adhere to FERPA guidelines in all COLLEGE DISTRICT courses, and
- N. Meet COLLEGE DISTRICT guidelines in providing accommodations to students, as assessed and recommended by COLLEGE DISTRICT's Student Accessibility Resources office.



## **AGREEMENT**

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

## **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

## **RELATIONSHIP OF THE PARTIES**

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as embedded faculty or adjunct instructors of the COLLEGE DISTRICT, or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

## **LIABILITY**

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

## **RIGHT OF REVOCATION**

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non-breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non-breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT  
Edward Hicks IV, M.Ed.  
District Director of Educational Partnerships  
Tarrant County College District  
300 Trinity Campus Circle  
Fort Worth, Texas 76102

SCHOOL DISTRICT  
Fort Worth ISD  
7060 Camp Bowie Blvd.  
Fort Worth, Texas 76116

Executed as of August 1, 2024, by COLLEGE DISTRICT, signed by its Vice Chancellor and Provost and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1<sup>st</sup> for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

By \_\_\_\_\_  
Shelley Pearson, Ed.D.  
Vice Chancellor and Provost  
Tarrant County College District

INDEPENDENT SCHOOL DISTRICT

By \_\_\_\_\_  
Dr. Angélica M. Ramsey  
Superintendent  
Fort Worth ISD

**ATTACHMENT A**  
**COURSE CROSSWALK: PROGRAMS**  
**APPROVED/COURSE CURRICULUM**  
**GUIDE/ENDORSEMENT GUIDE/COURSE**  
**CROSSWALK**

## Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

### General Requirements for an Associate Degree:

1. Earn up to 60 college-level credit hours.
2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
5. All requirements of the degree must be satisfactorily completed.
6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
7. All financial obligations to the College must be met.
8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence.

### General Requirements for a Certificate of Completion:

1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
3. All requirements of the certificate must be satisfactorily completed.
4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

### Core Curriculum and Semester Credit Hour (SCH) Requirements:

Communication – 6 SCH

Mathematics – 3 SCH

Life and Physical Sciences – 8 SCH

Language, Culture and Philosophy – 3 SCH

Creative Arts – 3 SCH

American History – 6 SCH

Government and Political Science – 6 SCH

Social and Behavioral Science – 3 SCH

Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Field of Study (FOS) – Senate Bill 148 of the 75th Texas Legislature (1997) mandated Field of Study curricula. The Field of Study curricula, along with core curricula, are intended to facilitate transferability of courses among Texas public colleges and universities. All public four-year institutions are required to accept Coordinating Board approved Field of Study courses in fulfillment of lower-division requirements for bachelor's degrees in majors that correspond to the Field of Study.

Fields of Study (Effective through August 31, 2025)

Business Administration & Management

Communication:

Advertising & Public Relations

Journalism & Mass Communication

Radio & Television Broadcasting/Broadcast Journalism

Speech Communication

Computer Science

Engineering:

Civil Engineering

Electrical Engineering

Mechanical Engineering

Music

Nursing

Social Work

Fields of Study (Effective after August 31, 2025)

Business Administration

Criminal Justice

Political Science

Psychology

Sociology

Nursing

Social Work

You should consult with an academic advisor about transferring to a specific college or university.

## Dual Credit Core Curriculum Course Guide

<b>English (6 Hours) Choose two courses</b>		
ENGL 1301*	ENGL 1302*	_____ 3 Hrs _____ 3 Hrs
<b>Speech (3 Hours) Choose one course</b>		
SPCH1315 Or SPCH 1321		_____ 3 Hrs
<b>Math (3 Hours) Choose one course</b>		
MATH 1314* (Algebraic Pathway) Or MATH 1342* (Non Algebraic Pathway) Or Math 1332+ (Non Algebraic Pathway)		_____ 3 Hrs
<b>Science (8 Hours) Choose two courses</b>		
BIOL 1408 (Non Science Majors) Or BIOL1406 (Science Majors)	BIOL 1409 (Non Science Majors) Or BIOL 1407 (Science Majors)	_____ 4 Hrs _____ 4 Hrs
<b>Creative Arts (3 Hours) Choose one course</b>		
ARTS 1301 Or MUSI 1306 Or DRAM 1301		_____ 3 Hrs
<b>Lang Culture &amp; Phil (3 Hours) Choose one course</b>		
ENGL 2322* Or ENGL 2327* Or ENGL 2323* Or ENGL 2328*		_____ 3 Hrs
<b>American History (6 Hours) Choose two courses</b>		
HIST 1301*	HIST 1302*	_____ 3 Hrs _____ 3 Hrs
<b>Government (6 Hours) Choose two courses</b>		
GOVT 2305* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	GOVT 2306* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	_____ 3 Hrs _____ 3 Hrs
<b>Behavior (3 Hours) Choose one course</b>		
PSYC 2301* SOCI 1301* ECON 2301		_____ 3 Hrs

Other college courses may or may not count for High school Credit.

\* TSI passing score required

**How to read course numbers: Example, ENGL 1301**

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:

1=Freshman or introductory level.

2=Sophomore or intermediate or advanced.

- The second digit indicates the **semester credit hour value** of the course.
- The third and fourth digits establish type of institution and course sequence.



## DUAL CREDIT COURSE CROSSWALK

### (In Collaboration With High School Representative)

9 <sup>th</sup> Grade		10 <sup>th</sup> Grade		11 <sup>th</sup> Grade		12 <sup>th</sup> Grade		
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	*Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					<input type="checkbox"/> *ENGL 1301 (PEIMS CODE)	<input type="checkbox"/> *ENGL 1302 (PEIMS CODE)		
			<input type="checkbox"/> SPCH1315 (PEIMS CODE) or <input type="checkbox"/> SPCH 1321 (PEIMS CODE)	<input type="checkbox"/> ARTS 1301 (PEIMS CODE) or <input type="checkbox"/> MUSI 1306 (PEIMS CODE) or <input type="checkbox"/> DRAM1310 (PEIMS CODE)	<input type="checkbox"/> *HIST 1301 (PEIMS CODE)	<input type="checkbox"/> *HIST 1302 (PEIMS CODE)	<input type="checkbox"/> *ENGL 2322 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2323 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2327 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2328 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2332 (PEIMS CODE) or <input type="checkbox"/> *ENGL 2333 (PEIMS CODE)	<input type="checkbox"/> *MATH 1342 (PEIMS CODE) or <input type="checkbox"/> *MATH 1314 (PEIMS CODE) or <input type="checkbox"/> *MATH 1332 (PEIMS CODE)
							<input type="checkbox"/> *GOVT 2305 (PEIMS CODE)	<input type="checkbox"/> *PSYC 2301 (PEIMS CODE) or <input type="checkbox"/> *SOCI 1301 (PEIMS CODE) or <input type="checkbox"/> *ECON 2301 (PEIMS CODE)
	*TSI Passing Score Required (PEIMS CODE)		Two Lab Science Options dependent on College Major - <input type="checkbox"/> BIOL 1408 (PEIMS CODE), <input type="checkbox"/> BIOL 1409 (PEIMS CODE), or <input type="checkbox"/> BIOL 1406 (PEIMS CODE), <input type="checkbox"/> BIOL 1407 (PEIMS CODE), or <input type="checkbox"/> BIOL 2401 (PEIMS CODE), <input type="checkbox"/> BIOL 2402 (PEIMS CODE)					
The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.								



# **ATTACHMENT B**

## **GUIDELINES FOR DUAL CREDIT PARTNERSHIPS**



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

January 2019 (Revised January 2024)

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations [Chapter 4; Subchapter D](#) of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address remedial coursework and the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

#### A. Student Eligibility

(1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:

(a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in [Chapter 4; Subchapter C; Rule 4.57](#) (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in ([Chapter 4; Subchapter C; Rule 4.56](#) TAC).

(b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative ([Chapter 4; Subchapter C; Rule 4.54](#) TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.

(c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

(2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and writing (ELAR)** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or

(b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(c) The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.

(3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015 ; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.

(4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.

(5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.

(6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.

(7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.

(8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. **It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.**



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

- .....
- (9) Students must follow the TCC catalog “Academic Standing” policy (see TCC college catalog).
  - (10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.
  - (11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

#### **B. Eligible Courses**

- (1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, a foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.
- (2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.
- (3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.
- (4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

#### **C. Location of Class**

- (1) Dual credit courses may be taught on the college campus or the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self- Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.
- (2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities and technology; and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.
- (3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)



## TARRANT COUNTY COLLEGE

### Guidelines for Dual Credit Partnerships

#### **D. Composition of Class**

(1) Dual credit courses may be composed of dual credit students only or dual and college credit students. Exceptions for a mixed class, which would also include high school credit only students, may be allowed only under one of the following conditions:

(a) If the course involved is required for completion under the State Board of Education Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

(b) If the high school credit-only students are College Board Advanced Placement (AP) students.

(c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

#### **E. Faculty Selection, Supervision, and Evaluation**

(1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college. SCHOOL DISTRICT may recommend candidates for consideration as dual enrollment instructors.

(2) TCC shall supervise and evaluate instructors of dual credit courses.

#### **F. Course Curriculum, Instruction, and Grading**

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

#### **G. Academic Policies and Student Support Services**

(1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.

(2) Students in dual credit courses have access to student support services. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

(3) Dual credit students must abide by all TCC policies and procedures as outlined in the current [Academic Catalog](#) and [Student Handbook](#).

(4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for accommodations/equal access are reviewed on a case-by-case basis and are determined based on the functional limitations caused by the disability and the supporting documentation provided.

(a) Otherwise qualified high school students enrolled in the dual credit program are eligible for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC SAR representative will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with a TCC SAR representative.

## **H. Transcribing of Credit**

(1) For dual credit courses, high school as well as college credit should be transcribed immediately upon a student's completion of the performance required in the course.

## **I. Funding**

(1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.

(2) The college may claim funding for students receiving college credit for eligible dual credit courses as defined in [Title 19; Part 1; Chapter 4; Subchapter D; Rule 4.85 of the Texas Administrative Code](#) (TAC)

(3) This provision does not apply to students enrolled in approved early college high school programs.

(4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit. Effective Fall 2023, Tarrant County College shall waive tuition for all dual credit/enrollment students. For additional information, please see “Dual Credit Tuition Waiver” section of the Agreement.

**Attachment C:**  
**TCC PLUS AND FEES**

## **TCC Plus and Fees**

Effective Fall 2023, Tarrant County College shall waive tuition for all dual credit/enrollment students. However, non-FAST eligible students may incur costs that include [TCC Plus \(digital course materials\)](#), [course supplies](#), or any other charge applied at the time of registration.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total costs AND access to the digital learning materials. The non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer, even though the student receives a waiver for the cost of tuition.

The student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (TCC Plus charges, parking fines, library fines, etc.) may result in a registration restriction being placed on the student's account.



## CONSENT AGENDA ITEM

### BOARD MEETING

July 23, 2024

**TOPIC:**        **APPROVE RENEWAL AGREEMENT ADDENDUM TO THE MOU  
BETWEEN FWISD AND SERVICE PROVIDER FOR THE P-TECH  
ACADEMY AT EASTERN HILLS HIGH SCHOOL**

**BACKGROUND:**

The District and Baxter Clewis Consulting, LLC have partnered to create the Pathways in Technology Early College High School (P-TECH) at Eastern Hills High School and to be operated in accordance with the legislative grant of authority for ECHS/P-TECH schools in the Texas Education Code. P-TECH's are innovative open-enrollment high schools that allow students an opportunity to receive both a high school diploma and/or an Associate's Degree. The hallmark of the P-TECH model is its career focus and the provision of work-based education. The ECHS/P-TECH will be housed in the respective high school in accordance with the Texas Higher Education Coordinating Board (THECB) Rules codified under Texas Administrative Code. Per the application and ECHS/P-TECH blueprints, the District will provide rigorous college readiness, technical and early college credit courses as well as work-based learning opportunities for students. There are no changes to the existing Memorandum of Understanding (MOU). Both parties have agreed to extend the original MOU for one (1) more year beginning August 1, 2024.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve renewal agreement addendum to the MOU between Fort Worth ISD and Service Provider for the P-Tech Academy at Eastern Hills High School
2. Decline to Approve renewal agreement addendum to the MOU between Fort Worth ISD and Service Provider for the P-Tech Academy at Eastern Hills High School
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

1. Approve renewal agreement addendum to the MOU between Fort Worth ISD and Service Provider for the P-Tech Academy at Eastern Hills High School

**FUNDING SOURCE:**

No Cost

**Additional Details**

Not Applicable

**COST:**

No Cost

**VENDOR(S)/PROVIDER(S):**

Baxter Clewis Consulting, LLC

**PURCHASING MECHANISM:**

**Not a Purchase**

***Purchasing Support Documents Needed:***

*Not Applicable*

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Eastern Hills High School

**RATIONALE:**

Approval of this Renewal Agreement Addendum will continue to allow the P-TECH Academy at Eastern Hills High School to enter into a mutually beneficial P-TECH partnership with Baxter Clewis Consulting, LLC to provide directed college access and work-based learning to students. This P-TECH partnership will target a high percentage of at-risk, economically disadvantaged, and first-generation college students.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2



**P-TECH MODEL MEMORANDUM OF UNDERSTANDING  
BETWEEN BAXTER CLEWIS CONSULTING, LLC  
AND THE  
FORT WORTH INDEPENDENT SCHOOL DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as “MOU”) is made and entered into by and among Baxter Clewis Consulting, LLC (hereinafter referred to as “Baxter Clewis Consulting, LLC”) and the FortWorth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district, (hereinafter referred to as “FWISD”) and sets forth the roles of the Parties in regard to the implementation of the (“P-TECH”) model at FWISD. FWISD and Baxter Clewis Consulting, LLC may be collectively referred to as the “Parties” or individually as a “Party”.

This MOU supersedes any and all previous documents, agreements, or MOUs defining the role or scope of involvement Baxter Clewis Consulting, LLC has in support of the P-TECH Program (the “Program”).

**I. OVERALL SCHOOL MODEL**

The Parties agree to collaborate in supporting Eastern Hills P-TECH (“School”). The school’s mission is to provide all students with an education that begins in 9<sup>th</sup> at Eastern Hills, continues through high school completion with a high school diploma, and culminates in the attainment of an associate degree, thus preparing students to succeed in college and/or a career. The Program also includes appropriate work-based educational experiences, at all grade levels, designed to prepare students for positions in identified fields.

The school is open to students of all backgrounds and abilities, including students who are at risk of dropping out of school as defined by the Public Education Information Management System (PEIMS) and who might not otherwise go to college. This includes students for whom a smooth transition into post-secondary education is problematic, students whose family obligations keep them at home, students for whom the cost of college is prohibitive, students whose enrollment is not based on merit, discipline, attendance, or teacher recommendation, students who are English language learners, and students with disabilities. The primary point of entry for the P-TECH at Eastern Hills is the 9<sup>th</sup> grade. Eastern Hills will admit fifty (50) 9<sup>th</sup>-grade students and will grow approximately by fifty (50) students each year until the school reaches its full capacity of two hundred (200) students in 9<sup>th</sup>-12<sup>th</sup> grade.

The school’s curricula program is designed to support the academic needs of all students in earning a high school diploma, an associate degree, and the work experience needed to be a highly qualified candidate for career-track employment in Cybersecurity. All college courses offered to students while enrolled in the school will be provided to students free of charge.

The Parties will work together to develop, evaluate, and revise the School’s Scope & Sequence plan, which will identify specific high school and college courses and work experiences that students will participate in each year as part of their regular school program. The Scope & Sequence plan will serve as a blueprint for curriculum development and programming for students and staff to ensure alignment with workforce needs.

## **II. ROLES AND RESPONSIBILITIES**

### **A. Baxter Clewis Consulting, LLC Responsibilities**

1. Baxter Clewis Consulting, LLC will support the implementation of the Overall School Model as outlined herein.
2. Baxter Clewis Consulting, LLC will, to the extent practicable and consistent with its policies, help FWISD to define work-based learning experiences for students in the Program that are appropriate to each grade level, and provide educational opportunities(e.g., guest speakers, presentations, and career information.) Baxter Clewis Consulting, LLC will assist the school and staff in identifying additional cybersecurity organizations to assist students in accessing opportunities to participate in a variety of internship and work-based experiences during the course of the Program
3. Baxter Clewis Consulting, LLC will work with FWISD and the other Program participants to outline the key skills students will need to succeed in those positions.
4. Baxter Clewis Consulting, LLC will help define and will seek to provide opportunities for appropriate workplace experiences (e.g., design projects, visits, speakers, internships, and apprenticeships) to prepare students for the world of work based on the curriculum Scope & Sequence plan. Baxter Clewis Consulting, LLC will, in good faith and to the extent practicable and consistent with its policies, provide internship opportunities during the term of this MOU. Baxter Clewis Consulting, LLC will assist the school's staff in identifying additional organizations that may provide qualified students at the school with the opportunity to participate in a variety of internship experiences during the course of the Program.
5. Baxter Clewis Consulting, LLC will work with the school's staff and the other Program industry participants to this MOU to assist the school to develop a coherent Scope & Sequence plan of courses and workplace experiences that enable students to successfully meet the goals outlined in the Program model. Baxter Clewis Consulting, LLC will help identify high-quality occupation-related projects and curricula that may be incorporated into the academic Program.
6. Baxter Clewis Consulting, LLC may coordinate site visits to its facilities, and support teachers and faculty in developing appropriate curricula. Baxter Clewis Consulting, LLC may also provide other appropriate staff to participate in the Program. Site visits will be arranged at least 1 month prior to the date of the visit. FWISD will notify Baxter Clewis Consulting, LLC in advance of any students that, due to behavioral issues or other considerations, may pose a health or safety risk to themselves or others if granted access to Baxter Clewis Consulting, LLC facilities.
7. Baxter Clewis Consulting, LLC will, to the extent practicable and consistent with its policies, offer students preferential interviews for positions in which they are eligible upon completion of the agreed-upon certifications, credentials, degrees, or work-based learning requirements.
8. For the avoidance of doubt, nothing in this MOU obligates Baxter Clewis Consulting, LLC to provide any funding or incur any expenditures or liabilities in connection with this MOU or the operation of the School or the Program (other than Baxter Clewis Consulting, LLC internal wage costs for the time its officers and staff invest in the activities outlined above). Baxter Clewis Consulting, LLC is providing its time and assistance to the School under this MOU on a volunteer basis. Except as may be expressly stated herein, Baxter Clewis Consulting, LLC disclaims any and

all express or implied warranties, and all obligations of Baxter Clewis Consulting, LLC are provided on an “as is, where is” basis.

**B. FWISD/Responsibilities:**

1. FWISD/Eastern Hills will be committed to the full implementation of the Overall School Model as outlined within this MOU. FWISD/Eastern Hills will work with the school’s staff and the other Parties to develop a seamless and coherent Scope & Sequence plan of courses and workplace experiences that enables students to successfully meet the goals outlined in the Program model. FWISD/Eastern Hills will work to develop a rigorous and engaging curriculum that prepares students for college-level course work and workplace experiences.
2. FWISD/Eastern Hills will establish a college-like culture for all students at the school, which requires engaging students in college coursework, tutoring, and advising, and instruction on key "college knowledge" academic and personal behaviors such as:
  - a. time management;
  - b. collaboration;
  - c. problem-solving;
  - d. leadership;
  - e. study skills;
  - f. communication; and
  - g. tenacity.
3. FWISD/Eastern Hills will help define appropriate workplace experiences (e.g., design projects, job shadowing, internships, and clinical practice) that will support students gaining key skills needed in the STEM fields.
4. FWISD/Eastern Hills will provide a facility to house the P-TECH on their campus. The facility will have sufficient space to support the activities and number of students described in the Overall School Model.
5. FWISD/Eastern Hills will allow Baxter Clewis Consulting, LLC staff appropriate access to the school to support Program activities. This access will also be available to other appropriate industry leaders and members of leading nonprofit organizations.
6. FWISD/Eastern Hills will ensure that students of all backgrounds and abilities are provided an equal opportunity to attend the school. FWISD/Eastern Hills will ensure that prior academic performance shall not serve to disqualify students during the P-TECH admissions process.
7. FWISD will provide regular operating funds to the school in the same manner consistent with other FWISD schools. FWISD will identify additional funding streams that may be available to the school, including but not limited to federal Perkins program funding.
8. FWISD will support the school’s principal in identifying qualified staff to teach in the school.
9. FWISD will provide appropriate and relevant ongoing professional development for the school’s principal and staff. FWISD/Eastern Hills will share best practices from other Fort Worth public schools that effectively serve a wide range of high school students in achieving college and career

readiness.

10. FWISD will provide criminal background checks for all mentors under this MOU.
11. To the extent allowed by law and without waiver of any immunity or defense, both parties acknowledge and agree that neither Baxter Clewis Consulting, LLC nor any of its officers, directors, employees, agents, and/or related entities will be liable for any injuries, damages, claims, demands, causes of action, judgments, losses, costs, charges, expenses (including without limitation attorneys' fees), or other liabilities of any nature, arising out of or relating to (i) the negligence or intentional misconduct of FWISD or any of its employees or agents; (ii) any breach of this MOU by FWISD or any of its employees or agents; or (iii) the operation of the School or any student's participation in the Program.

### **III. CONFIDENTIALITY OF INFORMATION**

- A. FWISD agrees to limit the disclosure to Baxter Clewis Consulting, LLC of personally identifiable information from student education records pursuant to FERPA and regulations enacted thereunder to disclosures of "directory information" (as defined by FERPA and regulations enacted thereunder) that are compliant with and provided pursuant to 34 C.F.R. § 99.31(a)(1).
- B. Texas Public Information Act ("TPIA"). FWISD is subject to the TPIA. As such, upon receipt of a request under the TPIA, FWISD is required to comply with the requirements of the TPIA. For purposes of the TPIA, "public information" is defined as information that is written, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business:
  1. By FWISD; or
  2. for FWISD and FWISD
    - a. owns the information; or
    - b. has a right of access to the information; or
    - c. spends or contributes public money for the purpose of writing, producing, collecting, assembling, or maintaining the information; or
  3. by an individual officer or employee of FWISD in the officer's or employee's official capacity and the information pertains to the official business of FWISD.

### **IV. TERM & TERMINATION**

#### **A. Term:**

This MOU shall begin when it is fully executed and shall continue for one (1) year. Thereafter, this MOU may be renewed for up to two (2) one-year terms, provided that:

1. Not less than thirty (30) days prior to the expiration of the initial term or any renewal term, the Parties shall have agreed in writing to renew this MOU; Neither party is in default of this MOU; and
2. This MOU has not been terminated.

## **B. Termination:**

This MOU may be terminated immediately at any time for any reason by any of the signing Parties with written notice to the other signatory Parties.

## **V. GOVERNING LAW AND VENUE**

This MOU is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas without reference to choice of law principles. In the rare event that any legal action should arise out of or relating to this MOU or the relationship it creates, the Parties agree that such action shall be heard exclusively in Tarrant County, Texas.

## **VI. MODIFICATION**

Any modification or amendment of this MOU must be in writing, approved, and signed by all Parties.

## **MISCELLANEOUS PROVISIONS**

- A. Parties to this MOU will use commercially reasonable efforts to perform its obligations with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
- B. At all times, Baxter Clewis Consulting, LLC shall have the right to suspend or terminate any mentorships or internships of students in the Program. All students in the Program taking part in mentorships or internships at Baxter Clewis Consulting, LLC or who are otherwise present at their facilities are expected to comply with all applicable laws, rules, and regulations as well as all Baxter Clewis Consulting, LLC policies and procedures, including all safety policies and rules and all insurance carrier requirements.
- C. In the performance of their obligations under this MOU, Parties to this MOU shall act fairly and in good faith. Where notice, approval, or similar action by any Party hereto is permitted or required by any provision of this MOU, such action shall be in writing and shall not be unreasonably delayed or withheld.
- D. The term "partner" as used herein shall be construed as figurative only and shall not imply or in any way suggest the existence or formation in this MOU of a partnership venture or relationship between the Parties that imposes on them the legal duties or obligations of partners. Each party is an independent contractor hereunder.
- E. The provisions of this MOU are solely for the benefit of the Parties to this MOU. By entering into this MOU, the Parties do not create any obligations, express or implied, other than those set forth herein, and this MOU shall not create any rights in any persons or entities who are not parties to this MOU. No student, parent, or other person or entity who is not a party to this MOU shall be regarded for any purpose as a third-party beneficiary of this MOU or shall have any rights to enforce any provisions of this MOU.
- F. Parties to this MOU shall not discriminate on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by law.

- G. The Parties to this MOU agree that neither Baxter Clewis Consulting, LLC or the FWISD, nor their representatives, shall have any liability hereunder for any special, indirect, incidental, consequential, punitive, or exemplary damages.
- H. This MOU embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and supersedes all prior agreements and understandings among the Parties with respect to such subject matter.
- I. Notice: All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this MOU shall be in writing and shall be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

(1) Baxter Clewis Consulting, LLC  
Vice President &  
Chief Information Security Officer  
610 Uptown Blvd 2<sup>nd</sup>  
Cedar Hill, TX 75014  
PH: 817-760-3710  
EM: boyd@baxterclewis.com

With a copy to:  
Baxter Clewis Consulting, LLC  
610 Uptown Blvd 2<sup>nd</sup>  
Cedar Hill, TX 75014  
PH: 817-760-3710  
EM: boyd@baxterclewis.com

(2) Fort Worth Independent School District:  
Dr. Kent P. Scribner  
Superintendent  
Fort Worth ISD  
100 N. University Drive  
Fort Worth, TX 76107

With a copy to:  
Office of Legal Services  
Fort Worth ISD  
100 N. University Drive, SW172  
Fort Worth, TX 76107

[Signature Page Follows]



## VII. SIGNATORY CLAUSE

The individuals executing this MOU on behalf of FWISD and Baxter Clewis Consulting, LLC acknowledge that they are duly authorized to execute this MOU. All Parties hereby acknowledge that they have read, understood, and shall comply with the terms and conditions of this MOU. This MOU shall not become effective until executed by each party. Therefore, the Parties to this MOU shall begin their respective duties only after the last party has signed and dated this MOU.

EXECUTED in duplicate original counterparts effective upon the latest date indicated below.

### **BAXTER CLEWIS CONSULTING, LLC**

By: 

Baxter Clewis Consulting, LLC Vice President & Chief Information Security Officer

4-6-2022

Date

### **FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: 

Dr. Kent P. Scribner

4/28/2022

Date

### **APPROVED AS TO FORM AND LEGALITY**

By: 

Fort Worth ISD Legal Counsel

4/11/2022

Date



## MEMORANDUM

Date: May 31, 2023

To: Dr. Tamekia Brown, Associate Superintendent  
Dr. Angela Ramsey, Superintendent  
Fort Worth Independent School District

From: Katrina Smith, Principal

RE: MOU Renewal

Per the previous Memorandum of Understanding (MOU) between Fort Worth ISD and Baxter Clewis Consulting, LLC, we will renew up to two additional years beginning with the 2023-2024 school year. All of the language stated in the previous contract year 2022-2023 will remain the same as approved by Fort Worth Independent School District for Pathways in Technology Early College High School (P-TECH) Academy at Eastern Hills High School and Baxter Clewis Consulting, LLC.

Signatures:

Katrina Smith, Principal

Lisa Castillo, Executive Director

Boyd Clewis, Baxter Clewis Consulting, LLC

Dr. Tamekia Brown, Associate Superintendent Learning and Leading Network #4

Dr. Angelica Ramsey, Superintendent

AA  
08/16/2023

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC:       APPROVE RENEWAL FOR THE PURCHASE OF THE CURRICULUM SUPPORT SERVICES PACKAGE TEKS RESOURCE SUBSCRIPTION THROUGH REGION 11 FOR THE 2024-2025 SCHOOL YEAR**

**BACKGROUND:**

TEKS Resource System (TEKS RS) provides curricular and assessment resources aligned with the Texas Essential Knowledge and Skills. It is used by 75% of Texas school districts as either a core curriculum or supplemental resource. The District has utilized TEKS RS as supplemental resource since the 2018-19 school year. Components of TEKS RS inform the District's scopes and sequences and provide supplemental resources that support teachers with providing data-driven standards-aligned instruction. Resources include tools that support (a) understanding the state standards, (b) providing activities that can supplement the District's high-quality instructional materials to support student learning needs, and (c) developing standards-aligned assessments to inform instruction.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Renewal for the purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11 for the 2024-2025 School Year.
2. Decline to Approve Renewal for the purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11 for the 2024-2025 School Year.
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal for the purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11 for the 2024-2025 School Year.

**FUNDING SOURCE:**       *Additional Details*

General Fund                      199-11-6399-165

**COST:**

\$385,689.80

**VENDOR(S)/PROVIDER(S):**

Educational Service Center Region 11

**PURCHASING MECHANISM:**

Interlocal Agreement

**Purchasing Support Documents Needed**

Interlocal (IL) – Price Quote and IL Contract Summary Required

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Campuses

**RATIONALE:**

TEKS RS is aligned to the Texas Essential Knowledge and Skills, and has demonstrated effectiveness in many districts when implemented either as a supplemental or primary curriculum resource. Purchase of TEKS RS will provide access to supplementary resources that inform the District's scopes and sequences and support teachers with additional tools to raise student achievement.

**INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Network 3

**TEKS Resources System Quote Options 2024-2025**

May 17, 2024

Fort Worth ISD

The table below represents Fort Worth ISD TEKS Resource System (TRS) purchase details and **estimated** costs for the 2024-2025 school year. All Services will be effective from *September 1, 2024*, through *August 31, 2025*. This quote is strictly for budget planning purposes only.

**Online submission of a contract will be required for service activation.**

Component	Fee Explanation	Fee
<b>TEKS Resource System Subscription</b>	<i>\$5.40 per K-12 student enrollment ( <u>7160</u> )</i>	<u>\$359,569.80</u>
	<i>Annual Subscription Fee for <u>137</u> Campuses</i>	<u>\$25,920.00</u>
	<i>Implementing TEKS RS Fee</i>	<u>\$200.00</u>
	<i>One-Time Initial Set-Up Fee</i>	<u>                    </u>
	<i>Administrator Coaching Fee</i>	<u>                    </u>
	<i>TEExGUIDE Fee</i>	<u>                    </u>
<b>Package Total:</b>		<u>\$385,689.80</u>

*Please contact Marquita Crockett at [mcrockett@esc11.net](mailto:mcrockett@esc11.net) or 817-740-3617 with any questions or changes to this quote.*

*Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2024, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days' written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.*

### **TEKS Resource System**

The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the TEKS Resource System Contract:

#### **Services Provided**

- Access to TEKS Resource System
- Two full-day trainings specific to district/campus
- Access to Implementing TEKS Resource System+ including pacing tools
- One full-day training on navigating the site
- Administrator training
- Unlimited technical support

COST: \$5.40 X (Student enrollment - Pre-K enrollment) + Annual Subscription Fee that is based on the number of campuses in the district (see chart) + a flat fee of \$200 for Implementing TEKS Resource System<sup>+</sup> \*New districts or additional campuses will also have a one-time set-up fee (see chart)

#### **Services Add On: Administrator Coaching**

- Six days of administrator coaching
- Six vision walks - 3 per semester
- Creation of a campus/district curriculum management plan
- Intentional planning to ensure alignment of T-TESS and TEKS Resource System

Additional COST: \$1,050 X 6 days of coaching + a flat implementation fee of \$1,350

**Services Add On: TExGUIDE**

- Access to TExGUIDES
- One full-day training

Additional COST: for up to 1,667 students the cost is \$5,000, anything >1,667 is an additional \$3 per student

**ESC Region 11 Contact**

TEKS Resource System Specialist  
(817) 740-7632

### Price List

TEKS Resource System fees:

- Annual TEKS Resource System Fee - \$5.40 x (Student enrollment minus PK enrollment)
- Annual Subscription fee (see chart below)
- Implementing TEKS Resource System+ including pacing tools - \$200
- One-time set-up fee for new districts or additional campuses (see chart below)

Additional services and fees: Administrator Coaching and TExGUIDES

#### TEKS Resource System Fee Structure

# Traditional Campuses	Annual Subscription Fee	One-Time Set-Up Fee (for new districts or additional campuses)
< 3 or 1N2A	\$1,500	\$1,000
3	\$2,160	\$3,250
4	\$2,160	\$3,500
5	\$2,160	\$3,750
6	\$2,340	\$4,000
7	\$2,520	\$4,250
8	\$2,700	\$4,500
9	\$2,880	\$4,750
10	\$3,060	\$5,000
11	\$3,240	\$5,250
12	\$3,420	\$5,500
13	\$3,600	\$5,750
14	\$3,780	\$6,000
15	\$3,960	\$6,250
15	\$4,140	\$6,500
17	\$4,320	\$6,750
18	\$4,500	\$7,000
19	\$4,680	\$7,250
20	\$4,860	\$7,500
21	\$5,040	\$7,750
22	\$5,220	\$8,000
23	\$5,400	\$8,250
24	\$5,580	\$8,500
25	\$5,760	\$8,750
>25	Contact ESC Region 11 for pricing structure.	



**TE<sub>x</sub>GUIDE Fee Structure**

<b>Student Enrollment</b>	<b>Fee</b>
1 – 1,667	\$5,000 base fee
Additional students > 1,667	\$3 per student

Example: A district with an enrollment of 2,000 students would pay \$5,000 for the first 1,667 students and \$999 (333 additional students x \$3 each) to total \$5,999.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE PURCHASE OF SUPPLEMENTARY LITERACY INSTRUCTIONAL SUPPORTS AND PROGRESS MONITORING TOOL FOR SPANISH BILINGUAL/DUAL LANGUAGE PROGRAMMING**

**BACKGROUND:**

Fort Worth ISD implements Simultaneous Biliteracy in all dual language classrooms in grades PK-5. This literacy instructional delivery supports the goals of dual language education by ensuring that students receive literacy and content instruction in both English and Spanish resulting in balanced bilingual and biliterate students. Through cross-department, classroom observations, and stakeholder collaboration it was found that there was a need for a Spanish supplemental literacy instructional resource and a progress monitoring tool to ensure that the dual language programs consistently provide high-quality instruction that yields high academic outcomes for all student participants. This would be the initial signing of this contract

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Supplementary Literacy Instructional Supports and Progress Monitoring Tool for Spanish Bilingual/Dual Language Programming.
2. Decline to Approve Purchase of Supplementary Literacy Instructional Supports and Progress Monitoring Tool for Spanish Bilingual/Dual Language Programming.
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Supplementary Literacy Instructional Supports and Progress Monitoring Tool for Spanish Bilingual/Dual Language Programming.

**FUNDING SOURCE:**        *Additional Details*

General Fund            199-11-6399-370 ..... \$300,200.00  
                                  199-11-6299-370 ..... \$60,000.00

**COST:**

\$360,200

**VENDOR(S)/PROVIDER(S):**

Istation

**PURCHASING MECHANISM:**

Competitive Solicitation

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Dual Language Campuses- 60 campuses		
105 West Handley	137 Hubbard Heights	168 Springdale
107 Burton Hill	138 H.V. Helbing	169 Sunrise
110 Carroll Peak	139 Milton L. Kirkpatrick	172 W.J. Turner
111 Carter Park	141 Meadowbrook	175 Washington Heights
114 Manuel Jara	143 D. McRae	176 Waverly Park
115 George C. Clarke	146 M.H. Moore	177 Westcliff
116 Lily B. Clayton	147 Morningside	178 Westcreek
119 E.M. Daggett	148 Charles E. Nash	180 Western Hills (2-5)
120 Rufino Mendoza	149 North Hi Mount	184 Worth Heights
121 De Zavala	150 Oakhurst	186 David K. Sellars
122 Diamond Hill	151 Natha Howell	208 T.A. Sims
123 S.S. Dillow	152 Oaklawn	216 Woodway
125 Eastern Hills	154 Mary Louise Phillips	219 Lowery Road
126 East Handley	157 Luella Merrett	220 Alice D. Contreras
127 Christene C. Moss	159 Versia L. Williams	221 Western Hills Primary (PK-1)
130 Harlean Beal	161 Sam Rosen	222 Clifford Davis
132 Glen Park	162 Sagamore Hill	223 Cesar Chavez
133 W.M. Green	165 Richard J. Wilson	225 Bonnie Brae
134 Greenbriar	166 South Hi Mount	226 Seminary Hills Park
135 Van Zandt-Guinn	167 South Hills	227 Dolores Huerta

**RATIONALE:**

The goal of the Elementary Dual Language program is for students to become balanced bilinguals, demonstrate grade level academic achievement, and sociocultural competence. Emergent Bilinguals in Dual Language are expected to meet reclassification criteria within 5 to 7 years. In order to achieve these program goals, it is necessary for dual language teachers and students to have access to high-quality supplemental instructional literacy resources in both languages. Thus, this supplemental Spanish instructional resource and progress monitoring tool ensures that FWISD students participating in the dual language program have equitable access to a high-quality Spanish literacy resource so that our district meets the stated dual language program goals.

**INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Network #3



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: orders@istation.com

**Quote:** Q-63832-1  
**Prepared For:** Fort Worth Independent School District  
**Expires On:** 12/31/2024

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Istation Lectura

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Lectura	8/1/2024	12	7/31/2025	Alice D Contreras	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Bonnie Brae Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Burton Hill Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Carroll Peak Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Carter Park Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Cesar Chavez Primary School	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Charles Nash Elementary	\$2,110.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Christene C Moss Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Clifford Davis Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Daggett Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	David K Sellars Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	De Zavala Elementary	\$2,110.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Diamond Hill Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Dolores Huerta Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	East Handley Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Eastern Hills Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	George Clarke Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Glen Park Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Greenbriar Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	H V Helbing Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Harlean Beal Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Hubbard Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Kirkpatrick Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Lily B Clayton Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Lowery Road	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Luella Merrett Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	M H Moore Elementary School	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	M L Phillips Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Manuel Jara Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	McRae Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Meadowbrook Elementary	\$3,780.00

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Istation Lectura	8/1/2024	12	7/31/2025	Morningside Elementary School	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Natha Howell Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	North Hi Mount Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Oakhurst Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Oaklawn Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Richard J Wilson Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Rufino Mendoza Elementary School	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	S S Dillow Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Sagamore Hill Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Sam Rosen Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Seminary Hills Park Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	South Hi Mount Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	South Hills Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Springdale Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Sunrise McMillian Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	T A Sims Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Van Zandt Guinn Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Versia Williams Elementary	\$2,110.00
1	Istation Lectura	8/1/2024	12	7/31/2025	W J Turner Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	W M Green Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Washington Heights Elementary	\$2,110.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Waverly Park Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	West Handley Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Westcliff Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Westcreek Elementary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Western Hills Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Western Hills Primary	\$3,780.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Woodway Elementary	\$6,860.00
1	Istation Lectura	8/1/2024	12	7/31/2025	Worth Heights Elementary	\$3,780.00
Istation Lectura TOTAL:						\$300,200.00

Buy One Try One Istation Reading

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Alice D Contreras	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Bonnie Brae Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Burton Hill Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Carroll Peak Elementary	\$0.00



QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Carter Park Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Cesar Chavez Primary School	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Charles Nash Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Christene C Moss Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Clifford Davis Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Daggett Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	David K Sellars Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	De Zavala Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Diamond Hill Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Dolores Huerta Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	East Handley Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Eastern Hills Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	George Clarke Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Glen Park Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Greenbriar Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	H V Helbing Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Harlean Beal Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Hubbard Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Kirkpatrick Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Lily B Clayton Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Lowery Road	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Luella Merrett Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	M H Moore Elementary School	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	M L Phillips Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Manuel Jara Elementary	\$0.00

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	McRae Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Meadowbrook Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Morningside Elementary School	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Natha Howell Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	North Hi Mount Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Oakhurst Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Oaklawn Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Richard J Wilson Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Rufino Mendoza Elementary School	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	S S Dillow Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Sagamore Hill Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Sam Rosen Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Seminary Hills Park Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	South Hi Mount Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	South Hills Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Springdale Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Sunrise McMillian Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	T A Sims Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Van Zandt Guinn Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Versia Williams Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	W J Turner Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	W M Green Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Washington Heights Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Waverly Park Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	West Handley Elementary	\$0.00



QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Westcliff Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Westcreek Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Western Hills Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Western Hills Primary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Woodway Elementary	\$0.00
1	Buy One Try One Istation Reading	8/1/2024	12	7/31/2025	Worth Heights Elementary	\$0.00
Buy One Try One Istation Reading TOTAL:						\$0.00

#### Custom Professional Learning Services

Custom Professional Learning support possibly including on-boarding, agreed upon number of data consultations, and additional assistance as needed by a designated Implementation Specialist for new or continued Istation supporters. Must be used in current subscription term.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Custom Professional Learning Services	8/1/2024	12	7/31/2025		\$60,000.00
Custom Professional Learning Services TOTAL:						\$60,000.00

SUBTOTAL: \$360,200.00					
TAX (if applicable):					
CUSTOMER TOTAL: \$360,200.00					



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: [orders@istation.com](mailto:orders@istation.com)

**Quote:** Q-63832-1  
**Prepared For:** Fort Worth Independent School District  
**Expires On:** 12/31/2024

**DISCLAIMER:** Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Subscription Start Date: 8/1/2024      Subscription Term: 12      Subscription End Date: 7/31/2025

Please email or fax the following items to 214-291-5534 or [orders@istation.com](mailto:orders@istation.com). Failure to provide the below will cause a delay in processing your order.

- Signed Purchase Order that includes the quote number
- Signature page of this Quote (choose subscription length)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective authorized representatives whose signatures appear below.

**Istation**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

**Fort Worth Independent School District**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_  
PO # (if available): \_\_\_\_\_

To ensure timely fulfillment, please provide the requested contact information below:

**Primary Implementation Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**Accounts Payable / Billing Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**District Technology Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

**District Data Contact**

Name: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_



8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
Phone: 1-866-883-READ (7323)  
Email: [orders@istation.com](mailto:orders@istation.com)

**Quote:** Q-63832-1  
**Prepared For:** Fort Worth Independent School District  
**Expires On:** 12/31/2024

## **TERMS OF USE:**

The following Terms of Use and Service (these "Terms") are important. Please read carefully.

Istation provides customers with a variety of resources, including, but not limited to, (i) one or more of Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), (v) reports, calculated results, scoring, graphs and any other materials derived from Istation's algorithmic software features (collectively the "**Scoring and Reporting Resources**"), (vi) Processed Data, as defined hereinafter, and (vii) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively the "**Resources**".

For purposes of these Terms, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company ("**Your Company**"), which may be a school or school district, and (iii) authorized users of Your Company, who are students, employees, representatives, and agents of Your Company that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

Each of the Resources is provided to You conditioned on Your acceptance, without modification, of these Terms, which constitute a legally binding agreement between Istation and You. YOUR ACCESS OR USE OF ANY RESOURCE CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS FOR ALL RESOURCES. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE ANY RESOURCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THESE TERMS SHALL BE BINDING ON YOU UPON THE EARLIER TO OCCUR OF (i) YOUR EXECUTION OF THESE TERMS, (ii) THE DATE THAT YOU DOWNLOAD ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL FROM Istation, (iii) THE DATE OF DELIVERY OF ANY LICENSED APPLICATION OR DOWNLOADABLE MATERIAL BY Istation TO YOU, AND (iv) THE DATE ON WHICH YOU ACCESS OR USE ANY OF THE RESOURCES THROUGH THE WEB SITE.

1. **Changes to Terms.** Istation may, from time to time and at Istation's sole discretion, modify these Terms without individual notice to You. So long as the Web Site remains operational, the current version of these Terms will be posted on the Web Site, which You can review by clicking on the "Terms of Use" link located on the Web Site. The modified Terms will be effective immediately upon posting on the Web Site. You agree to the new posted Terms by continuing Your use of the Resources. You agree to review the Terms periodically on the Web Site. If You do not agree with the modified Terms posted on the Web Site, Your only remedy is to discontinue using the Resources.
2. **Privacy Statement.** Istation's Privacy Statement (the "**Privacy Statement**") is incorporated into, and made a part of, these Terms. The Privacy Statement relates to Istation's collection and use of Your personal information. You consent to the terms and conditions of the Privacy Statement.
3. **Subscription.**
  1. Most (if not all) of the Resources require You to purchase a subscription from Istation before You may use or access them (a "**Subscription**"). You may purchase a Subscription to one or more Resources (the "**Purchased Resources**") by paying the then-current subscription fee to Istation (the "**Subscription Fee**") for such Purchased Resources, as such Subscription Fee is determined by Istation. Each Subscription Fee shall cover a specified period of time for the Purchased Resources (the "**Subscription Period**"). Upon expiration of the Subscription Period for a Purchased Resource, Your access and use of the Purchased Resources shall expire, and You shall no longer be entitled to access or use such Purchased Resources, unless You renew Your Subscription to such Purchased Resources by paying the then-current Subscription Fee for such Purchased Resources. Any Professional Development purchases including Onsite Training, Webinars, and Implementation services must also be used within the current Subscription Period and may not be rolled over into later Subscription Periods. Istation may, from time to time and at Istation's sole discretion, modify the Subscription Fees for any and all Resources without individual notice to You.
  2. In the event You purchase a Subscription to a Purchased Resource, You will be required to register (the "**Registration**") and obtain a user account (a "**User Account**") for each Authorized User's access to, and use of, such Purchased Resource provided, however, that each Purchased Resource may, as determined by Istation, (i) be limited to a maximum number of Authorized Users (such as students) and (ii) have other restrictions applicable to such Purchased Resource. During Registration for each and every Purchased Resource, You agree to submit accurate, current, and complete information about You (including, but not limited to, Your Company and the Authorized Users) and promptly update such information. Should Istation suspect that any such Registration information is untrue, inaccurate, not current, or incomplete, Istation has the right to suspend or terminate use of any and all Resources and User Accounts. Upon Registration, each Authorized User will be assigned a personal, nontransferable password tied to a specific User Account. You are solely responsible for (i) any and all activities that occur under the User Accounts and (ii) ensuring that Authorized Users exit or log off from User Accounts at the end of each session of use. Users Accounts cannot be shared and may be used only by the Authorized User to whom the User Account is registered. User Accounts cannot be assigned to any third party vendors or other entities seeking to use the Purchased Resources for use in their products and/or for commercial use or monetary gain. You shall notify Istation immediately of any unauthorized use of the Authorized Users' passwords or the User Accounts or any other breach of security that is known or suspected by You. Where the number of Authorized Users for a Purchased Resource falls below the maximum number permitted under Your Subscription for such Purchased Resource, You may designate other students as replacement Authorized Users with respect to such Purchased Resource. You are responsible for Registration of all Authorized Users and all acts and omissions (whether authorized or unauthorized) of the Authorized Users.
4. **Intellectual Property.**
  1. Istation Intellectual Property. All Resources (including, but not limited to, the Licensed Applications, the Web Site, the Downloadable Materials, and the Scoring and Reporting Resources), and all materials displayed on, or contained within, the Resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials, Scoring and Reporting Resources), such as the

- design, “look and feel”, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic materials, audio, video, names, logos, trademarks, and service marks of or on the Resources (collectively the “**Resource Materials**”), whether publicly posted or privately transmitted, as well as all derivative works of the Resources and the Resource Materials, are the exclusive property of, and exclusively owned by, Istation and Istation’s licensors and are protected by copyright, trademark, trade secret, and other intellectual property laws. The Istation name, designs, and related marks contained within the Resources and the Resource Materials are trademarks of Istation and Istation’s licensors. You do not acquire any ownership rights in or to the Resources or any Resource Materials through Your access to, or use of, the Resources, and You possess only those limited rights expressly granted to You in these Terms. Istation reserves all right, title, and interest in and to the Resources and the Resource Materials.
2. **Your Data.** As between You and Istation, You are and will remain the owner of all right, title, and interest in and to all of Your Data. For purposes of these Terms, “**Your Data**” means information, data, and other content that is collected, downloaded, or otherwise received, directly or indirectly from You or an Authorized User by or through the Purchased Resources. Notwithstanding the foregoing, Your Data shall not include any information, data and other content that incorporates or is otherwise derived from the processing of such information, data, and content by or through the Purchased Resources (the “**Processed Data**”).
5. **License.** Subject to compliance with the Subscription and Registration terms and conditions contained in Section 3 (Subscription), including, but not limited to, possessing a valid User Account and related password and restricting access and use to Authorized Users, Istation grants to You a personal, limited, nonexclusive, nontransferable, and revocable license to access and use the Purchased Resources and related Resource Materials, but only during the Subscription Period applicable to each such Purchased Resource, solely for Your educational purposes and subject to these Terms.
6. **Restrictions.**
1. Any copies that You make of the Resources or the Resource Materials must retain all proprietary, copyright, trademark, or service mark legends and other notices.
  2. Access and use of the Resources and the Resource Materials is permitted only as expressly provided in these Terms.
  3. You may not (i) upload, post, publish, transmit, distribute, disseminate, display, perform, disclose, rent, lease, modify, loan, broadcast, or circulate any Resource or any Resource Material, (ii) operate or make available any Resources or any Resource Material in a service bureau, time-sharing, or other managed services environment, (iii) participate in the transfer, sublicense, assignment, or sale of any Resource or any Resource Material, (iv) access or use any Resource or Resource Material for purposes of competitive analysis of the Resource, Resource Materials, or Purchased Resources, or use or provide third-party access to Your Data or Processed Data, either directly or indirectly, for the development, provision, advertising, marketing, or use of a competing software service or product or any other purpose that is to the Istation’s detriment or commercial disadvantage, or (v) modify or create any derivative work of any Resource or any Resource Material or in any way exploit any Resource or any Resource Material provided, however, that You may download and use the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
  4. You may not use any of the trademarks of Istation, or Istation’s licensors, suppliers, or service providers, contained in any Resource or any Resource Material. No portion of the Resources or the Resource Materials may be stored in a computer except for educational and noncommercial use.
  5. You may not copy the Resource or the Resource Materials provided, however, that You may copy the Downloadable Materials in furtherance of Your education of the Authorized Users who are students, subject to any instructions or limitations provided with, or as part of, such Downloadable Materials.
  6. You may not disassemble, decompile, or reverse engineer any Resource or any Resource Material or otherwise attempt to determine the makeup or source code of any Resource.
  7. You may not upload any data, including any and all of Your Data, to, or otherwise access or use, any Resource or Resource Material in any manner that would materially impact the operation of such Resource or Resource Material.
  8. You may not allow access to, disclose or otherwise provide Processed Data to any third-party except for use in connection with and for the benefit of Your internal business purposes i.e. research. In no manner shall you allow or assign access to any of the Purchased Resources or Resource Materials, including but not limited to, the Reporting and Scoring Resources or Processed Data, for any third party vendors entities or other persons seeking to use for their own products or services, for commercial use or monetary gain, or otherwise.
  9. Any deviations from any of these Terms require prior written consent from Istation.
7. **Conduct.**
1. You agree not to (or permit anyone else to) (i) upload, transmit, post, e-mail, or otherwise make available through the Resources any content or other material in any format that (a) is illegal, false, inaccurate, unlawful, harmful, hateful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, profane, offensive, pornographic, invasive of another’s privacy, libelous, or otherwise objectionable or inappropriate or (b) contains any viruses, worms, Trojan horses, corrupted files, or any other similar software or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (ii) alter, remove, or falsify any attributions or other proprietary designations of origin or source of any other content appearing in or on the Resources or the Resource Materials; (iii) take any action that imposes an unreasonable or disproportionately large load on Istation’s infrastructure; (iv) use any automated means to download data from any of the Resources’ databases or engage in any data gathering, mining, harvesting, or extraction methods from any Resource for any purpose; (v) impersonate another person or entity or use any fake name or identity; (vi) allow any other person or entity to use Your identification or User Account for any purpose; or (vii) violate any applicable law, rule, regulation, or right, including, but not limited to, intellectual property and privacy rights. The use of any device, software, or routine that interferes or attempts to interfere with the proper working of any Resource is expressly prohibited.
  2. By posting, uploading, inputting, providing, or submitting information, data (including, but not limited to, Your Data, student data or student information, such as personally identifiable information about students and writings prepared by students), or materials to or through any Resource (including, but not limited to, through the Web Site) (collectively the “**Submissions**”), You are granting Istation, Istation’s affiliated companies, and necessary sublicensees, subject to the Privacy Statement, irrevocable permission to use in perpetuity, without compensation and without restriction (including, but not limited to, a worldwide, transferable, perpetual, royalty-free, fully paid-up license), Your Submissions, including, but not limited to, the rights to copy, distribute, transmit, publish, publicly display, use, publicly perform, reproduce, edit, translate, reformat, modify, and prepare derivative works of Your Submissions. No compensation will be paid with respect to the use of Your Submissions. Istation is under no obligation to post or use any Submission You may provide. By posting, uploading, inputting, providing, or submitting Your Submissions, You represent and warrant that (i) You own or otherwise control all of the rights to Your Submissions as described in these Terms, (ii) such Submissions comply with these Terms, including Section 7(a) of these Terms, (iii) You have all necessary right and authority (including, but not limited to, all third-party consents) to post, upload, input, provide, and submit the Submissions, and (iv) with respect to Submissions of personal information of a child under 13 years of age, You have requested and received parental consent of such Submissions in compliance with, and such Submissions otherwise in compliance with, the Children’s Online Privacy Protection Act of 1998 (“**COPPA**”) and COPPA’s rules and regulations.



8. **Security.**
  1. Istation will take commercially reasonable precautions to secure the Web Site against (i) unauthorized access by third parties and by unauthorized Istation employees, (ii) damage, disruption, and other activity aimed at Resource availability, and (iii) trespass or illegal actions. Istation reserves the right to temporarily deny and cancel access privileges for anyone suspected of attempting to work outside parameters that threaten the security of the Resource, the Resource Materials, Your Submissions (including, but not limited to, data submitted by You), or Istation's providing the Resources.
  2. NOTWITHSTANDING SECTION 8a, YOU ACCEPT SOLE RESPONSIBILITY FOR THE ACCURACY, ADEQUACY, AND LEGALITY OF, AND LIABILITIES ASSOCIATED WITH, YOUR SUBMISSIONS (INCLUDING, BUT NOT LIMITED TO, DATA SUBMITTED BY YOU AND WRITINGS PREPARED BY STUDENTS) AND FOR ALL RESULTS OBTAINED THEREFROM. You are liable for any and all expenses, losses, damage to the reputation of Istation, and damages to the Resources, the Resource Materials, or components thereof arising out of, or caused by, the negligent or willful misconduct of You or Your agents. Istation assumes no liability for any damages You may suffer as a result of interception, alteration, or misuse of any information transmitted over the Internet.
1. **No Control over Submissions.**
  1. Istation HAS NO CONTROL OVER YOUR SUBMISSIONS AND IS NOT RESPONSIBLE FOR ANY SUBMISSIONS (SUCH AS STUDENT DATA OR WRITINGS PREPARED BY STUDENTS), INCLUDING, BUT NOT LIMITED TO, SUBMISSIONS THAT (i) ARE DISCOVERED TO BE INACCURATE OR MISSING, (ii) ARE CORRUPTED DUE TO TECHNOLOGICAL OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF Istation, AND (iii) CONTAIN OFFENSIVE OR INAPPROPRIATE LANGUAGE OR THREATS OR ACTS OF VIOLENCE.
  2. Istation reserves the right to take archiving and other measures that Istation deems necessary in order to ensure high-quality server performance and maintenance of Istation's servers.
2. **No Endorsement of Third-Party Sites.**
  1. The Web Site may reference or contain links to third-party Web sites, resources, and advertisers (collectively "**Third-Party Sites**"). Your linking to such Third-Party Sites is at Your own risk. Istation is not responsible for the accuracy or reliability of any content, data, opinions, advice, statements, or other information on the Third-Party Sites. Istation also is not responsible for the availability of these Third-Party Sites, nor is Istation responsible for the aesthetics, appeal, suitability to taste, or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to on, included on, or linked from or to the Web Site. Under no circumstances shall Istation or any affiliated providers be held responsible or liable, directly or indirectly, for any loss, injury, or damage caused or alleged to have been caused to You in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. You should direct any concerns to the respective Third-Party Site's administrator or Webmaster. Any links to Third-Party Sites do not imply that Istation is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in, or accessible through, such links or that any linked Third-Party Site is authorized to use any trademark, trade name, logo, or copyright symbol of Istation.
  2. You may not create an Internet "link" to the Web Site or "frame" or "mirror" any Resource Materials without Istation's prior written permission for each such instance. Additionally, the Web Site may contain links to other pages within the Web Site that are "dead" or that no longer work. Please report any such dead links that You encounter.
3. **Disclaimer.**
  1. In purchasing a Subscription to a Purchased Resource, You are being granted access to an interactive Resource for individualized instruction. Given the nature of the Resources, there are many factors outside the reasonable control of Istation that may affect the access to, and use of, the Resources and the Resource Materials, including, but not limited to, failures or difficulties with the Internet or data provided by You. You remain solely responsible for acting or deciding not to act on the results of data input into the Resources and the handling of such results. In providing the Resources, Istation shall not be responsible for loss of data associated with the failure of Your equipment, software, or any information service provider.
  2. YOU EXPRESSLY AGREE THAT USE OF THE RESOURCES AND THE RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, ANY AND ALL FORMS AND FORM LETTERS MADE AVAILABLE BY Istation) IS AT YOUR SOLE RISK. THE RESOURCES AND THE RESOURCE MATERIALS MAY INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND THE RESOURCES AND THE RESOURCE MATERIALS ARE PROVIDED TO YOU ON AN "AS IS," "WHERE IS," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. THE AFFILIATED GROUP MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES, OR CONDITIONS REGARDING ACCURACY, USEFULNESS, TIMELINESS, COMPLETENESS, NONINFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, QUIET ENJOYMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THE AFFILIATED GROUP AND THE AFFILIATED GROUP'S LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS OR LACK OF ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY RESOURCES OR RESOURCE MATERIALS. ISTATION RESERVES THE RIGHT, IN ISTATION'S SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE RESOURCE OR THE RESOURCE MATERIALS. Istation MAY MAKE ANY OTHER CHANGES TO THE RESOURCES OR THE RESOURCE MATERIALS AT ANY TIME WITHOUT NOTICE.
  3. ISTATION STRIVES TO KEEP THE RESOURCES AND RESOURCE MATERIALS ACCURATE, CURRENT, AND UP TO DATE. HOWEVER, Istation CANNOT GUARANTEE THAT ALL MATERIALS AND ALL RESOURCE MATERIALS (INCLUDING, BUT NOT LIMITED TO, FORMS AND FORM LETTERS) ARE COMPLETELY CURRENT OR STRICTLY COMPLY WITH ALL APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, EDUCATIONAL INITIATIVES OR EDUCATIONAL TESTING REQUIREMENTS. THE LAW IS DIFFERENT FROM JURISDICTION TO JURISDICTION AND IS ALSO SUBJECT TO INTERPRETATION BY DIFFERENT COURTS AND OTHER GOVERNING BODIES. THE LAW IS A PERSONAL MATTER, AND NO GENERAL INFORMATION OR TOOLS LIKE THE RESOURCES OR THE RESOURCE MATERIALS CAN FIT EVERY CIRCUMSTANCE. FURTHERMORE, THE INFORMATION CONTAINED ON THE WEB SITE AND IN THE RESOURCES AND RESOURCE MATERIALS IS NOT LEGAL ADVICE AND IS NOT GUARANTEED TO BE CORRECT, COMPLETE, OR UP TO DATE. THEREFORE, IT IS RECOMMENDED THAT YOU SEEK INDEPENDENT LEGAL ADVICE REGARDING THE SUITABILITY OF THE RESOURCES AND THE RESOURCE MATERIALS.

4. Istation MAKES NO WARRANTY THAT (i) THE RESOURCES OR THE RESOURCE MATERIALS WILL MEET YOUR REQUIREMENTS, (ii) THE RESOURCES OR THE RESOURCE MATERIALS WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF RESOURCES OR RESOURCE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU AS PART OF THE RESOURCES OR RESOURCE MATERIALS WILL MEET YOUR EXPECTATIONS.
4. **Violations of Terms.** Istation reserves the right to seek all remedies available at law and in equity for violations of these Terms, including, but not limited to, the right to block or restrict access from a particular Internet address to the Web Site.
5. **Miscellaneous.**
  1. You agree to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States of America and in any other state, county, or city with jurisdiction over You or Your activities under these Terms. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms. Failure of Istation to enforce any of the terms or conditions of these Terms, unless waived in writing, shall not constitute a waiver of Istation's right to enforce each and every term and condition of these Terms. To the extent You have entered into any separate license agreement with Istation for access to, or use of, a Resource (the "**Additional Terms**"), such Additional Terms are incorporated into these Terms by reference. To the extent there is any conflict between these Terms and any Additional Terms, the Additional Terms shall control.
  2. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon, or relating to, these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of Istation and You that these Terms of Use and all related documents be drawn up in English as spoken in the United States.
  3. You may not assign these Terms (or delegate Your rights, duties, or obligations under these Terms) without Istation's prior, express, and written consent.

## **PRIVACY STATEMENT:**

This Privacy Statement is incorporated in, and subject to, the Terms of Use and Service for Imagination Station, Inc. ("**Istation**"). Please refer to those terms for definitions of words with initial capitals letters that are not otherwise defined in this Privacy Statement. Istation encourages you to read this Privacy Statement carefully. For purposes of this Privacy Statement, references to "**You**" or "**Your**" mean (i) you in your individual capacity, (ii) your company, which may be a school or school district, and (iii) students, employees, representatives and agents of Your school or school district that are registered with Istation and that have a valid security identification and password to access and use the Resources (collectively the "**Authorized Users**").

As noted in the Terms of Use, Istation provides its customers with a range of educational resources, including, but not limited to, (i) Istation's interactive educational-based applications (collectively the "**Licensed Applications**"), (ii) Istation's Internet Web site (the "**Web Site**"), currently located at [www.istation.com](http://www.istation.com), (iii) account information regarding the Licensed Applications and the Web Site, (iv) materials and documentation (including, but not limited to, preprinted forms, form letters, resource materials, lesson plans, books, images of Istation characters, and so-called "Black Line Masters" coloring-book style pictures) available from the Web Site (collectively the "**Downloadable Materials**"), and (v) news and information about Istation, the Licensed Applications, and the Web Site. Any and all of the foregoing resources (including, but not limited to, the Licensed Applications, the Web Site, and the Downloadable Materials), together with any other resources made available by Istation, are collectively referred to as the "**Resources**".

### **What Personally Identifiable Information Is Collected by Istation?**

"**Personally Identifiable Information**" generally refers to any data that could potentially identify a specific individual. While You have access to the Resources, Istation may collect the following Personally Identifiable Information about You:

- Your first and last name
- **Teachers and administrators only** – Your contact information, such as email addresses, mailing addresses, and phone numbers
- Your school and school district
- Any identification numbers issued by Your school and/or Your school district to You, including teacher numbers, administrator numbers, and student numbers;
- Security information, such as usernames, passwords, and password hints;
- Browser information, such as browser version, IP address, and the presence of various plug-ins and tools;
- **Students only** – "Demographic Data," such as gender, race, special-education status, socio-economic status, and English language learner status, but only to the extent provided by Your school or Your school district;
- Resource-related responses submitted by You, including, but not limited to responses to interactive activities and assessments;
- Resource use behavior, such as pages visited, downloads, or searches requested; and
- Resource use results, but only to the extent that such results identify one or more (i) students, (ii) teachers, (iii) classrooms within an identified school, (iii) grades within an identified school or school district or (iv) schools (collectively "**Identifiable Use Results**"). Identifiable Use Results do not include Resource use results for school districts or for geographic regions that do not identify a specific school (such as Resource use results reported (i) on a county-wide basis, (ii) within a defined territory [whether officially or unofficially defined], such as North Texas, or (iii) within a metropolitan area, such as Dallas-Fort Worth).

Personally Identifiable Information does not include "De-identified Information," which is any data or information that cannot be traced back to an individual (except for Identifiable Use Results, as defined above). For example, a table listing the number of students in each grade at a specific school using a particular Resource would not be Personally Identifiable Information.

### **How Is Personally Identifiable Information Used and/or Disclosed?**

Istation does not sell Personally Identifiable Information to any affiliated entity of Istation or any third-party, nor does it use such information for any sort of behavioral advertising. However, Istation may use and disclose Personally Identifiable Information for a range of educational, compliance and quality assurance purposes.

Istation may use Personally Identifiable Information for the following purposes:

- To provide status reporting notices to teachers and administrators about the Resources (e.g. – an email prompting a teacher to log in to see his or her students' latest assessment results);
- To internally analyze data regarding the use of the Resources;
- To track students' usage of the Resources over time, including performance metrics collected over multiple school years;

- To send You (**teachers and administrators only**) updates, promotional/advertising materials, and newsletters related to the Resources and Istation's products and services or to otherwise market specific Istation services or offers to You. If You want to stop receiving promotional/advertising/marketing materials from Istation, You will have the option to unsubscribe;
- To respond to Your questions or comments; and
- To customize content within the Resources, to improve the Resources' content and functionality and to develop new products and updates.

Istation may disclose Personally Identifiable Information to the following individuals or entities under the following circumstances:

- To Istation's employees who need to access the Personally Identifiable Information to perform their jobs;
- To third parties, including contractors, vendors, and service providers, that assist with the production, implementation or servicing of the Resources, but only after receiving satisfactory assurances from each third-party that its data privacy and security protections are at least as stringent as those of Istation;
- To Authorized Users as determined by each school or school district at issue. Generally, but subject to determination by the school at issue or the school district at issue,
  1. a teacher may only see the Personally Identifiable Information of the students in the teacher's classroom,
  2. a principal may only see the Personally Identifiable Information of those students and teachers in the principal's school, and
  3. a school district-level administrator may only see the Personally Identifiable Information of those students and teachers in the administrator's school district;
- To third parties, and solely for educational purposes, when Istation has the consent of the school or school district at issue, including Identifiable Use Results that identify specific individual students if Istation has received a written acknowledgement from the school or school district that it has obtained the student's consent to such disclosure;
- When Istation believes that sharing Personally Identifiable Information is reasonably necessary in order to (i) protect or defend the legal rights, interests, property, safety, or security of Istation, its employees or contractors, or the public, (ii) protect or defend against, or otherwise address, fraud, security, or technical issues, (iii) comply with, or respond to a law, regulation, legal request, legal process, legal requirement, judicial proceeding, or court order, or (iv) investigate a possible crime, such as fraud or identity theft;
- In connection with an actual or potential sale, purchase, acquisition, merger, reorganization, bankruptcy, liquidation, dissolution, or similar transaction or proceeding of or involving Istation, but only to the extent that the purchasing, acquiring or successor entity agrees to implement data privacy and security protections with respect to Personally Identifiable Information that are at least as stringent as those of Istation.

Istation is permitted to use and/or disclose Personally Identifiable Information about You when Istation has Your consent. Istation does not need Your consent to use De-identified Information.

#### **Can I Access or Change My Personally Identifiable Information?**

Each school and/or school district is permitted via functionality made available by the Resources to determine what Personally Identifiable Information (if any) is accessible by Authorized Users and to which Authorized Users in particular. In certain circumstances, a school and/or school district may be entitled to permit one or more Authorized Users to change Personally Identifiable Information. Any requests by Students or parents to access and/or change Personally Identifiable Information must be made to the school and/or school district in the first instance, and these entities will maintain a record of all such access and amendment requests and of any actual changes made. To the extent that a student and/or parent makes a direct request to Istation to access and/or amend Personally Identifiable Information, Istation will forward that request to the school and/or school district for response.

#### **Data Retention**

Unless required by law to maintain certain information for a longer period of time, Istation retains Personally Identifiable Information only for as long as a student's school and/or school district maintains a subscription with Istation to one or more of the Resources. Once a subscription to a particular Resource is cancelled or otherwise terminated, Istation will typically retain any Personally Identifiable Information related to that Resource for sixty days after cancellation/termination to allow for temporary lapses in subscription services, at which point that information is destroyed. Personally Identifiable Information may also be destroyed at any time at the request of the school and/or school district.

#### **Website and Resource Security**

Istation recognizes its responsibility to protect the Personally Identifiable Information that You entrust to it. Istation uses a variety of secure techniques to protect Your information, including secure servers, firewalls, access limitations on Istation's servers and password protections that guard against unauthorized access. Additionally, the information that You send Istation via the Website, including student usage information and passwords, may be encrypted, a process used to scramble information and make it extremely difficult to read if wrongly intercepted. Istation utilizes industry standard Secure Sockets Layer (SSL) technology to allow for the encryption of Personally Identifiable Information. All Personally Identifiable Information sent to Istation is encrypted during transmission, such as during login. Once the data reaches Istation's server, Personally Identifiable Information is stored on a secure database, and access to this information is password protected.

#### **Use of "Cookies"**

"Cookies" are small pieces of information that some websites store on Your computer's hard drive when You visit them. This element of data is a piece of text, not a program, that contains information identifying a user. When a user revisits a Website, his or her computer automatically "serves up" the cookie, eliminating the need for the customer to reenter the information. Like many other websites, Istation uses cookies for this purpose. Your user "domain" (that is, Your school name) is the only data stored on Your hard drive by Istation.

Most web browsers automatically accept cookies but allow You to modify security settings so You can approve or reject cookies on a case-by-case basis. At a minimum, Your web browser must allow temporary cookies that are not stored on Your hard disk to log into the Website. Please refer to the "Help" file of Your Internet Browser either to learn how to receive a warning before a cookie is stored.

#### **Third Party Sites**

The Website may contain links to or reference third party websites and resources (collectively "**Third Party Sites**"). These Third Party Sites are not controlled by Istation and, therefore, are not subject to this Privacy Statement. You should check the privacy policies of these individual Third Party Sites to see how Your personally identifiable information will be utilized by them before providing any personally identifiable information. Please be aware that these Third Party Sites may collect personally identifiable information about You and may also send you "cookies." Istation is not responsible for the content or practices of any linked Third Party Sites, and Istation provides these links solely for the convenience and information of Istation's visitors.

#### **Can Istation change this Privacy Statement?**

Istation may change this Privacy Statement at any time without advance notice. However, if the Privacy Statement changes, Istation will post an updated version on the Website, and the revision date will be posted at the bottom of the page. If this occurs, You will be required to re-acknowledge review of the revised Privacy Statement before you can continue using the Resources.

#### **Who can I contact if I have questions about this Privacy Statement?**

If You have any questions about this Privacy Statement or any privacy questions or concerns, You may contact Istation using the information below:

**Email address:** info@Istation.com

**Street/Postal address:**

8150 North Central Expressway, Suite 2000  
Dallas, Texas 75026  
**Phone:** (214) 237-9300  
**Fax:** (972) 643-3441  
**Effective Date: February 23, 2018**

**Copyright**

Copyright © 1998-2020 Istation.com  
Imagination Station, Inc. DBA Istation  
8150 North Central Expressway, Suite 2000  
Dallas, TX 75206  
All rights reserved.

**Trademarks**

The Imagination Station DBA Istation, Istation.com, Infinity, and other Istation.com programs, products, and technology referenced herein are either registered trademarks or trademarks of Istation.com in the U.S. and/or other countries. The names of actual companies and products mentioned herein may be the trademarks of their respective owners.  
Any rights not expressly granted herein are reserved.



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC: AUTHORIZATION TO PURCHASE STATE ADOPTED SOCIAL STUDIES INSTRUCTIONAL MATERIALS**

**BACKGROUND:**

School districts adopt new materials in accordance with the timelines established by the State Board of Education (SBOE) and the Texas Education Agency (TEA). The District purchased state adopted Social Studies materials as part of Proclamation 2015. The purchase included physical textbooks and digital licenses for students and teachers.

Contracts for instructional materials adopted under Proclamation 2015 expired at the end of the 2022-23 school year, creating the need for districts to make annual bridge purchases until the state schedules the adoption of new K-12 Social Studies materials. The need to address gap years beyond the 2024-25 school year is anticipated.

Purchases authorized under this item will extend access to online textbooks and program resources currently in adoption for use by grades 6-12 students and teachers. The authorization covers a purchase for the 2024-25 school year.

All instructional materials proposed for purchase have been adopted by the SBOE. TEA establishes contracts with publishers of adopted materials to ensure their availability to districts at an agreed-upon cost. The terms and conditions of purchases proposed in this item are consistent with TEA requirements.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Authorization to Purchase Social Studies Instructional Materials
2. Decline to Approve Authorization to Purchase Social Studies Instructional Materials
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Authorization to Purchase Social Studies Instructional Materials

**FUNDING SOURCE:****Additional Details**

Special Revenue

N/A

General Fund

199-11-6321-160

**COST:**

\$560,379.18

**VENDOR(S)/PROVIDER(S):**

Cengage/National Geographic.....\$146,437.50  
Houghton-Mifflin.....\$197,400.00  
McGraw Hill.....\$216,541.68

**PURCHASING MECHANISM:**

Competitive Solicitation

It is the intent of the district to use the recommended publisher's list from TEA for these purchases

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

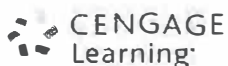
6-12 campuses

**RATIONALE:**

A purchase extending access to currently adopted instructional materials ensures students have equitable access to instructional materials as outlined in the district's curriculum plan and required by TEA.

**INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Network 3



To place your order: select Submit Customer Purchase Order Here

Confidential Price Quote (6537924)

[Submit Customer Purchase Order Here](#)

5/22/2024

Pricing on this Proposal Guaranteed: **10/4/2024**

**Presented To:** Mary Jane Bowman, [maryjane.bowman@fwisd.org](mailto:maryjane.bowman@fwisd.org)

**Prepared By:** Perry Nutt, 972-935-8860, [perry.nutt@cengage.com](mailto:perry.nutt@cengage.com)

SHIP TO: Ft Worth Ind School  
District  
Mary Jane Bowman  
7060 Camp Bowie Blvd  
FORT WORTH, TX 76116  
USA

BILL TO: Ft Worth Ind School  
District  
Mary Jane Bowman  
7060 Camp Bowie Blvd  
FORT WORTH, TX 76116  
USA

Cengage Learning  
ATTN: Order Fulfillment  
10650 Toebben Drive  
Independence, KY 41051  
(800) 354-9706  
<http://NGL.Cengage.com/CustomerSupport>

[View Quote in CAD](#)

Quoted Products: SS\_WCG\_GapYear\_2024

Qty	Update Qty	Product	Price	Quoted Price	Total
5500		<b>IAC MTS WCG SURVEY TX ED 1YR</b> National Geographic Learning 1st Edition [K12, 2016] 9780357861912 / 0357861914	\$25.00	\$25.00	\$137,500.00

**Comments: Processing Fee covers the costs of safely and efficiently onboarding K-12 students into our digital product whether through rostering, LMS integration, Classlink integration, Google Classroom integration, self-registration or code-delivery. Fee covers careful handling of data to ensure privacy and accuracy along with the updating and handling of onboarding systems.**

Sub-Total: \$137,500.00  
Processing Fee: \$8,937.50

**TOTAL: \$146,437.50**

[Submit Customer Purchase Order Here](#)

Thank you for your interest in Cengage Learning products.

# Cengage Terms of Use for School Products

*Last Updated: September 2023*

## Introduction

These Cengage Terms of Use for primary and secondary education products (“School Terms”) apply to web-based products and related apps and technologies provided by Cengage Learning, Inc. and its affiliates, including those operating with the National Geographic Learning brand (“Cengage”) for use in educational institutions providing primary and secondary level education. The term “School Products” as used in these School Terms refers to the products, services, websites, content, databases, software, technologies, and tools delivered by Cengage and that link or otherwise refer to these School Terms, or that are delivered through a website or service that links or refers to these School Terms.

If you are under 18, or the age of majority in your country, your parent or guardian must enter into these School Terms on your behalf, and this parent or guardian represents and agrees that they accepts these School Terms on your behalf. **If you are a student, please contact your parent and guardian before entering into these School Terms.**

**The School Products are for use by students, teachers, and administrators in primary and/or secondary education institutions. Access to School Products is sometimes enabled through learning management system (LMS) integrations. Cengage only collects and processes information pertaining to students as a processor for the educational institutions when delivering its School Products. Cengage does not use identifiable School student information for its own purposes. For information on your school’s privacy policies, please contact the school’s administration. See Cengage’s [Privacy Notice](#) for additional information on Cengage’s privacy and data collection and usage practices.**

Cengage is willing to provide the School Products to you only on the condition that you first accept these School Terms. By accessing, registering for, or using any School Product, or by accepting these School Terms through an “I Accept” check-box or similar method, you agree to these School Terms. These School Terms along with any Order (defined below) form a legally binding agreement between you and Cengage.

Please read these School Terms carefully and, if you wish, print or save a copy for your records. If you do not agree with these School Terms, you may not access or use the School Products.

Your use of certain School Products, or parts of certain School Products, may be subject to additional terms, which may be presented to you for acceptance when you sign up for those School Products, or may otherwise be accessible through the School Products (“Supplemental Terms”). Such Supplemental Terms will be considered part of these Terms. In the event of any conflict between these Terms and any Supplemental Terms, the Supplemental Terms will control with respect to your use or access of the School Products (or the relevant parts of the School Products) associated with such Supplemental Terms.

***If you are accepting these School Terms on behalf of an organization or entity, you represent that you are duly authorized to bind that organization or entity to these School Terms.***

## Orders

You may gain access to the School Products through your acceptance of an online or printed order form or other ordering document that references these School Terms, including access

through an access code or card (an “Order”). An Order may specify applicable fees, how long you are authorized to use the School Product, and other terms. In the event of a conflict between these School Terms and the terms of an Order (excluding these School Terms), these School Terms shall control except only to the extent that the Order identifies the specific provision(s) in these School Terms to be varied.

### **Changes to the School Products**

Cengage may, with or without notice, add features to the School Products, or change or remove features of the School Products, at any time.

### **Your Account**

To use a School Product, you will need a Cengage username and password, unless you log in through a “single sign-on” system using your LMS username and password if the School Product includes this feature. Certain School Products may also require additional login information.

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or transfer your account.

You must keep your username and password confidential. You are responsible for all activities, charges, and liabilities associated with your account. You agree to immediately notify Cengage of any unauthorized use of your account of which you are aware. If you are a minor, Cengage reserves the right to provide access to your account to your parent, guardian or other authorized adult, upon such adult’s request.

### **Institution Subscription**

This Section applies only if an applicable Order specifies that you are acquiring a School Product subscription for an institution. Also, if your institution and Cengage have a separate signed agreement, then such agreement will control if there is a conflict between the School Terms of such agreement and the terms of this Section.

Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, “Authorized Users”) to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept these School Terms before or during their first use of that School Product. For School Product subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the School Product, regardless of whether any such individual is actively using that School Product at a particular time. You shall ensure that Authorized Users and any other person that uses the School Product through the use of your password and account comply with these School Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the School Product through your password and account, including ensuring that an Authorized User ceases use of the School Product after that Authorized User is no longer associated with your institution.

### **Content**

The School Products may allow you to upload or otherwise add through the School Products information, text, graphics, photos, audio, video, and/or other materials and content (“Content”). You represent and warrant that you own or have the full right to provide all Content that you provide through the School Products for use with the School Products (“Your Content”), and that

Your Content does not infringe any third-party rights, including any intellectual property, publicity or privacy rights.

Cengage does not obtain ownership of Your Content. You hereby grant Cengage a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, distribute, reproduce, modify, prepare derivative works of, perform and display Your Content in connection with the School Products and Cengage's business, including for promoting the School Products, in all media now known or hereafter devised, and through any media channels. In the event that perpetual license terms are not allowed by law, the term shall be for the longest period allowed by applicable law.

Cengage does not adopt, endorse, or accept responsibility for Your Content or any third-party Content. You agree that Cengage will not be liable for any loss or damage resulting from your reliance on Your Content or any third-party Content available through the School Products.

Cengage reserves the right (but has no obligation) to pre-screen, review, flag, filter, modify, refuse, or remove Content from the School Products.

After termination of your use of any School Products, except as required by applicable law, Cengage does not have any obligation to destroy, return or retain Your Content relating to your use of such School Products. It is your sole responsibility to backup and export Your Content prior to termination.

### **Your Use of the School Products**

During the applicable term of your subscription for use of the School Products if specified in an Order, Cengage grants you a limited, non-exclusive, non-transferable license only to access and to use the School Products for the Permitted Use (as defined below), subject to your compliance with these School Terms. You may not use the School Products for any other purpose, or after the end of the applicable term, or after termination of your rights to use the School Products under these School Terms.

"Permitted Use" means your personal noncommercial purposes, or, only if the Order expressly specifies, your noncommercial educational or instructional purposes.

You shall provide, at your own expense, suitable equipment, software, and internet access as necessary to access and use the School Products.

Neither the School Products nor any portion thereof may be displayed, copied, downloaded, sold, resold, used, distributed, or otherwise exploited for any commercial purpose without Cengage's prior written consent. You may not frame or utilize framing techniques to enclose any Mark (defined below) or other proprietary information (including images, text, page layout and form) of Cengage or its licensors without Cengage's prior written consent. You may not use any meta tags or any other "hidden text" using Cengage's Marks without Cengage's prior written consent. Any unauthorized use by you of Cengage's Marks or other intellectual property automatically terminates the license granted by Cengage under these School Terms and your right to use the School Products.

### **Educational Use of Content**

With respect to Content designated as available for download for educational purposes ("Downloadable Content"), librarians, teachers, support staff, administrators, other staff of School educational institutions, students, and adults supporting such students' learning

("Educators or Learners") are authorized, subject to applicable law, to download certain Downloadable Content to a personal computer or school server and print, reproduce, and distribute such Downloadable Content solely for use in educational settings and subject to the restrictions set forth below.

The following restrictions apply to all Downloadable Content. For more information on compliance with the Statutory Education License for Educators in Australia and New Zealand please review the Supplemental Terms, Country Specific Terms.

1. Educators or Learners are prohibited from disseminating or using Downloadable Content beyond such Educator's or Learner's particular educational institution or in violation of local or otherwise applicable laws and regulations.
2. Under no circumstances may an Educator or Learner use Downloadable Content for commercial purposes.
3. Downloadable Content used for any purpose must always maintain unaltered credit, copyright, other proprietary notices, and embedded links.
4. Educators or Learners may make no modifications to Downloadable Content and must preserve all Cengage credits and copyright notices.

With respect to Read-Only Downloadable Content, Educators or Learners may neither make use of nor allow or enable the use of Read-Only Downloadable Content in a manner in which it is re-posted, framed, or mirrored on any other websites or computer networks, regardless of educational use.

With respect to Modular Downloadable Content, Educators or Learners may post only products that the Educator or Learner has created containing such Modular Downloadable Content and only to a website administered by the Educator's or Learner's school or school system, or by Cengage.

Content used for any purpose must always maintain unaltered copyright and other proprietary notices. Content may not be re-posted, framed, or mirrored on any other Web sites or computer networks, regardless of educational use.

### **Cengage Materials and Intellectual Property**

Cengage and its licensors own and retain all right, title, and interest in and to the School Products, all underlying technology used with or otherwise enabling the School Products, and all software and Content (other than Your Content, which you own subject to the license set forth herein) available within the School Products (collectively, "Cengage Materials"), including all associated trademarks, copyrights, and other intellectual property rights. Nothing in these School Terms transfers any such rights, title or interest to you or any other user, and Cengage reserves all rights not expressly granted to you. All software and apps provided to you under these School Terms are licensed, not sold.

You agree not to remove, conceal, or alter any proprietary rights notices (including copyright and trademark notices) contained within the Cengage Materials. You may not (and you may not permit anyone else to) extract, copy, modify, reverse engineer, decompile, or otherwise attempt to access or use the source code of the software underlying or otherwise used to provide the School Products or any part thereof, except to the extent allowed by law notwithstanding this restriction.



All trademarks, service marks, trade names, logos and graphics included within the School Products ("Marks") are trademarks of Cengage and its licensors. You may not use any Marks without the prior written consent of Cengage.

You agree that any breach of your obligations with respect to Cengage's and its licensors' proprietary or intellectual property rights will result in irreparable injury to Cengage and its licensors for which money damages are inadequate, and you therefore agree that Cengage and its licensors shall be entitled to seek injunctive relief to address such breach, without the requirement of posting a bond, in addition to any other relief that a court may deem proper.

### **Modifiable Cengage Content**

Certain School Products may contain some Cengage Materials that are presented to you in a modifiable format, where your modification of the Cengage Materials is expressly and clearly permitted ("Modifiable Cengage Content").

Subject to your compliance with these School Terms and any use restrictions specified in the applicable Order, and during the term of the applicable School Products, you may: (1) modify and create derivative works of Modifiable Cengage Content, (2) reformat and print copies of Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) when the capability to reformat and/or print that Modifiable Cengage Content is made available through the School Products, and (3) use Modifiable Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) solely for the Permitted Use. Printing of Modifiable Cengage Content in Australia and New Zealand requires compliance with the Statutory Education License for Educators in each territory. Please review the Supplemental Terms, Country Specific Terms below.

### **Shared Content**

Certain School Products may contain Content posted by Cengage and other users (including Your Content) in an area of an applicable Service that is designated as a learning space and/or user community and that is presented to users in a modifiable format and in a manner clearly indicating that modification and distribution for the Permitted Use is permitted ("Shared Content").

Subject to your compliance with these School Terms and any use restrictions specified in the applicable Order, and during the term of the applicable School Products, you may: (1) modify and create derivative works of the Shared Content, and (2) copy, distribute, display, perform, and otherwise use those modifications, derivative works, and Shared Content, by means of any media or delivery technology now known or hereafter devised, solely for the Permitted Use. Printing of Shared Content in Australia and New Zealand requires compliance with the Statutory Education License for Educators in each territory. Please review the Supplemental Terms, Country Specific Terms below.

### **Open Content**

Certain School Products may contain Content made available through a Creative Commons license (such as Attribution 4.0 International) or similar "open"-style license ("Open License"), as clearly and expressly specified within the School Products ("Open Content"). You will have the rights to use Open Content solely as specified in the associated Open License. Nothing in these School Terms shall restrict your rights under any Open License to Open Content provided through the School Products.



## **Your Modifications to Modifiable Content, Shared Content, and Open Content**

If you make any modifications to or derivative works of Modifiable Cengage Content, Shared Content, or Open Content, then all such modifications and derivative works shall be considered part of Your Content and are subject to the license and other provisions in the Section entitled "Content" above, as well as all other applicable provisions of these School Terms.

## **Instructor Use**

If you are a teacher or instructor outside of Australia and New Zealand (which are addressed in the Supplemental Terms, Country Specific Terms below), you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (so long as access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept these School Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the School Product as specified in an Order has been adopted and is concurrently being used. Printing of Shared Content in Australia and New Zealand requires compliance with the Statutory Education License for Educators in each territory. Please review the Supplemental Terms, Country Specific Terms below.

## **Fees**

Some School Products and associated Content may be available only if an associated fee has been paid. Unless otherwise specified in the applicable Order, all fees are payable in U.S. dollars. All fees paid are nonrefundable and non-creditable, except as required by applicable law.

Unless another form of payment is specified in the Order, Cengage will bill your credit card (for purposes of these School Terms, the term "credit card" includes a credit card or a debit card) for all applicable fees in advance of Service delivery. You shall provide Cengage with accurate and complete billing information, including your name, address, telephone number, and valid credit card information, and shall promptly notify Cengage of any changes in that information. You acknowledge that the agreement between you and the applicable credit card issuer governs use of your credit card for payment of amounts owed to Cengage, including your rights and obligations as a holder of that card.

Cengage will disclose the applicable payment options at the time you place your Order. You shall select a payment method to pay Cengage for purchases you make for and/or from the applicable School Products. Cengage or Cengage's billing agent may charge your payment method for all amounts due to Cengage without additional notice or consent unless otherwise required by law. Cengage may, in its discretion: (1) post charges to your payment method individually, or (2) aggregate your charges with other purchases you make within the School Products and apply those charges to your next billing cycle.

Except for taxes based on Cengage's net income, if any authority imposes a tax, duty, levy, or fee upon your use of or orders for any School Products, you shall pay that amount as specified in the Order or Cengage's invoice or supply Cengage with exemption documentation. You are also responsible for paying all administrative fees (such as PayPal fees) associated with the School Products and any transactions you entered into in connection with the School Products.

If Cengage does not receive payment from your credit card issuer, upon demand you shall pay all overdue amounts by other means acceptable to Cengage. Cengage may accept other forms of payment, and if Cengage invoices you for School Products, you shall pay to Cengage the amount indicated in each invoice by the due date reflected on the invoice.

If you believe that a billing discrepancy has occurred, unless you notify Cengage in writing within 60 days after the date on which that discrepancy first appeared on your credit card account statement or invoice, as applicable, you waive your right to claim that discrepancy.

Service purchases and subscriptions are nonreturnable and cannot be exchanged. Until your Service is terminated, you will continue to accrue charges for which you remain liable, even if you do not use the School Product.

If you fail to pay according to these School Terms, Cengage may, without prejudice to its other rights and remedies: (1) charge interest on any unpaid amounts on a daily basis from the original due date at the rate of the lesser of 1.5% per month or the maximum amount permissible by law, (2) suspend or terminate your use and/or access to School Products, or both (1) and (2). You shall reimburse Cengage for all reasonable expenses Cengage incurs in collecting past due amounts, including wire transfer fees, collection agency fees, reasonable attorney's fees, and court costs. Cengage may charge a fee for reinstatement of suspended or terminated accounts.

In addition, if you fail to pay according to these School Terms, unless otherwise prohibited by applicable law, you consent and agree that Cengage or its designated third party collection agency may contact you by: (1) phone at one or more of your telephone numbers, including your wireless telephone numbers (in which case you might incur wireless telephone charges under your wireless device plan), (2) text messages (in which case you might incur message and data charges under your wireless device plan) or emails, and/or (3) any other method of contact, including pre-recorded and/or artificial voice messages or an automatic dialing device. Cengage may from time to time offer School Product promotions and discounts for which you may be eligible, including promotions available for a limited time. Unless otherwise specifically noted, School Product promotional offers and discounts apply to first-time purchasers only. Separate School Terms and conditions may apply to promotional offers and discounts.

### **Acceptable Use**

You may only access the School Products and related Content through the interface provided by Cengage and for lawful purposes. You represent, warrant, and agree that you will not:

1. Use the School Products to commit a criminal offense or to encourage conduct that would constitute a criminal offense or give rise to any third-party claim, or otherwise violate any local, state, federal, or international law or regulation, including export control laws and regulations. Without limiting the foregoing, you agree that you will not use the School Products in connection with the development, design, manufacture or production of nuclear, missile, or chemical or biological weapons;
2. Upload, post, or otherwise transmit any unlawful, threatening, libelous, harassing, defamatory, vulgar, obscene, pornographic, profane, deceptive, or otherwise objectionable Content;
3. Upload, post, or otherwise transmit through, to or otherwise using the School Products any Content that infringes or violates any intellectual property right, publicity right, privacy right, or other right of any third party;
4. Upload, post, or otherwise transmit through, to or otherwise using the School Products any Content that contains any malware, viruses, spyware, worms, or other malicious code or files;

5. Disrupt the normal flow of communication in the School Products or otherwise act in a manner that negatively affects any other users' ability to use or benefit from the School Products;
6. Interfere with or disrupt the School Products or servers or networks connected to the School Products, or violate any requirements, procedures, policies, or regulations of networks connected to the School Products;
7. Access (or attempt to access) any part of the School Products or Content through any automated means (including use of scrapers, scripts, robots, spiders, or web crawlers), or in any way circumvent the navigational structure or presentation of the School Products;
8. Use any content, data, or text in any form in the K-12 Products or Content to text or data mine, or to develop or train any application, software, code, or data models, such as ChatGPT or other similar tools.
9. Use the School Products for any phishing, trolling, or similar activities, or to redirect users to other sites or encourage users to visit other sites; or to harvest or collect email addresses or other contact information of other users of the School Products by automated or other means;
10. Impersonate or attempt to impersonate Cengage or a Cengage employee, another user, or any other person or entity, or post any information that misrepresents the identity, characteristics or qualifications of you or any other person, including the use of a pseudonym, or misrepresenting current or previous positions, qualifications or affiliations with a person or entity, past or present;
11. Frame or mirror any part of the School Products;
12. Use metatags or code or other devices containing any reference to Cengage or the School Products in order to direct any person to any other website or School Products for any purpose;
13. Use the School Products in a manner contrary to the educational purpose of the School Products, such as by posting answers to test or assessment questions provided through the School Products; or
14. Otherwise use the School Products in violation of these School Terms.

### **Third-Party Services**

The School Products may include services or other technology provided by third parties ("Third-Party Services"). The applicable supplier of any Third-Party Services is an intended third-party beneficiary of these School Terms and may enforce these School Terms directly against you with respect to such Third-Party Services. Alternately, an Order (or activation process) for a Third-Party Service may include or be accompanied by a separate service, license, or other agreement ("Third-Party Agreement"), in which case that Third-Party Service is provided solely under the School Terms of that separate Third-Party Agreement.

Cengage may also provide you with certain "Third-Party Supplier Notices" in connection with the provision of Third-Party Services. The applicable Order (or activation process) for a Third-Party Service may include or be accompanied by Third-Party Supplier Notices.

Placing an Order for a Third-Party Service that includes a separate Third-Party Agreement and/or Third-Party Supplier Notices, or activating a Third-Party Service for which the activation process includes a Third-Party Agreement and/or Third-Party Supplier Notices, constitutes your acknowledgment that you have read and agree to all applicable Third-Party Agreements and Third-Party Supplier Notices. Cengage is not a party to, and is not liable for breaches of, any Third-Party Agreement.

Cengage assumes no obligation or liability for: (1) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (2) the acts and omissions (including



with respect to privacy practices) of the suppliers of Third-Party Services. You acknowledge that a Third-Party Agreement might give the applicable third-party supplier rights with respect to your data beyond those allowed by these School Terms or Cengage's Privacy Notice. Cengage does not guarantee that a third-party supplier will comply with its agreement with Cengage or its Third-Party Agreement with you, and Cengage is not required to enforce its agreement with a supplier of Third-Party Services.

### **Digital Rights Management**

A School Product might contain or be accompanied by digital rights management technology or similar security technology designed to protect digital information against piracy and other misuse. You acknowledge that any such technology is not a defect in the School Product. While accessing a School Product, your internet-accessible device may be directly connected to an internet site operated by or on behalf of Cengage in order to upgrade that security technology. You hereby consent to the use and automatic upgrading of that security technology. You shall not circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with the security technology contained in or accompanying any Service.

### **General Practices Regarding Use of School Products and Storage of Your Content**

Cengage may establish general practices and limits applicable to your use of the School Products, including the maximum number of days that Your Content is retained in connection with the applicable Service, the maximum storage space allotted on your behalf for such Service, and the maximum number of times (and the maximum duration for which) you are allowed to access the School Product in a given period of time. Cengage may suspend or terminate user accounts for which applicable fees are unpaid, or that are inactive for an extended period of time, with or without notice. Cengage may establish and change these general practices and limits at any time, with or without notice.

You acknowledge that the School Products are not designed or intended to be used as part of a disaster recovery facility or an emergency data storage facility. Although Cengage takes reasonable precautions to preserve and protect Your Content, you shall not rely on the School Products as your only storage means. You should make and preserve your own backup copies of Your Content. Cengage is not liable for damage to, deletion of, or failure to store, Your Content.

### **Disclaimer of Warranties**

**The School Products and Cengage Materials are provided by Cengage on an "as is" and "as available" basis. Cengage makes no representations or warranties of any kind, express or implied, as to the School Products, Cengage Materials, or other information, content or materials made available through the School Products, including the Cengage Modifiable Content, Shared Content, Open Content, Third-Party Services, or Collaboration Tools (collectively, the "School Products Items"). You agree that your use of the School Products, Cengage Materials, and School Products Items is at your sole risk. The School Products, Cengage Materials and School Products Items could include inaccuracies or typographical errors. Advice received via the School Products, Cengage Materials, and School Products Items is informational only, does not constitute medical, legal, tax, financial, or other professional advice, and should not be relied upon for personal, medical, legal, or financial decisions. You should consult an appropriate professional for specific advice tailored to your situation. Cengage does not warrant or make any representations regarding the use of or the result of the use of any School Products, Cengage Materials or School Products Items in School Terms of their**

**correctness, accuracy, reliability, or otherwise, and you (and not Cengage) assume the entire cost of all necessary servicing, repair and correction.**

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CENGAGE DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CENGAGE DOES NOT WARRANT THAT THE SCHOOL PRODUCTS, CENGAGE MATERIALS, OR SCHOOL PRODUCTS ITEMS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SCHOOL PRODUCTS, CENGAGE MATERIALS, OR SCHOOL PRODUCTS ITEMS OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.**

### **Limitation of Liability**

Neither Cengage nor its suppliers, nor their respective directors, employees, officers or representatives will be liable for any damages of any kind arising from the use of or inability to use the School Products, Cengage Materials, or School Products Items including, but not limited to, any direct, indirect, incidental, special, consequential, exemplary or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees you have paid to Cengage for the School Products at issue during the prior three (3) months. The limitations in this paragraph shall apply to the extent permitted by applicable law.

You agree that Cengage is in no way responsible or liable for any grade or assessment you may receive through or otherwise related to any School Products.

### **Indemnification**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS CENGAGE, ITS AFFILIATES AND SUPPLIERS, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND REPRESENTATIVES, FROM ANY AND ALL DEMANDS, CLAIMS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COURT COSTS, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS OR USE OF THE SCHOOL PRODUCTS, CENGAGE MATERIALS, OR SCHOOL PRODUCTS ITEMS; ANY CLAIMS RELATED TO YOUR CONTENT; OR YOUR VIOLATION OF ANY OF THESE SCHOOL TERMS. This paragraph shall survive any expiration or termination of these School Terms.

### **Collaboration Tools**

The School Products may include comment areas, message forums, chat areas and other collaboration tools ("Collaboration Tools"). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

## **Internet Links**

Some links within the School Products may lead to websites controlled by third parties. Because Cengage has no control over these websites, Cengage is not responsible for such websites' content or accessibility via the internet and does not endorse products, School Products, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or School Products available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

## **Privacy and Your Information**

Cengage processes personal information as defined by the applicable law where you live ("PI") in our School Products for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the School Products for use such as assessments and engagement; please note that human intervention is always possible to override any automated decision making.

Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage's School Products and make improvements to the School Products.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage's processing of your PI. You may also ask Cengage to delete or restrict your PI.

To exercise these rights, please contact Cengage via email at [privacy@cengage.com](mailto:privacy@cengage.com) and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a School Product provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our School Products. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its School Products of significant announcements regarding the operation of the School Products (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's [Privacy Notice](#)).

Some activities within the School Products might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally

identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the School Products. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the School Products has different privacy practices, School Terms or conditions, those practices, School Terms or conditions will be explained at that website and will apply to that website, in lieu of these School Terms and Cengage's Privacy Notice.

### **Accessibility**

Cengage provides a variety of programs and School Products to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's accessibility initiatives, see <https://www.cengage.com/accessibility>.

### **Responsible Disclosure Surrounding Security**

If you are a security researcher and have discovered a vulnerability in one of our School Products, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our School Products should be reported to [security@cengage.com](mailto:security@cengage.com). Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our School Products. However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the School Products are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the School Products;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or School Products that integrate or link to the School Products. and
- Physical attempts to access Cengage property or any data centers used to provide the School Products.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these School Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;
- Address the risk as deemed appropriate by Cengage; • Not suspend or terminate your account; and
- Not pursue legal action against you.

## **Termination**

You agree that Cengage may terminate, suspend, or block your use of all or part of the School Products, without liability or refund, if in Cengage's sole determination you have breached these School Terms. You agree that upon termination of your participation in the School Products for any reason, Cengage may delete all information related to you on or within the School Products and may prevent your continued access to and use of the School Products.

In order to protect the integrity of the School Products, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the School Products.

## **Feedback**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the School Products ("Feedback"), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license School Terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

## **Changes to These School Terms**

Cengage may change these School Terms from time to time. When these changes are made, Cengage will make a new copy of these School Terms available through the School Products. You understand and agree that your use of the School Products after the date on which these School Terms have changed constitutes acceptance of the updated School Terms.

## **Miscellaneous**

All disputes arising out of or relating to these School Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs, based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

- The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:



- The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

- The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these School Terms and is expressly excluded.

School Products and Content are not available in all languages or in all countries. Cengage makes no representation that the School Products, Cengage Materials, or School Products Items are appropriate or available for use in any particular location. To the extent you choose to access the School Products, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These School Terms are personal to you and you may not assign them or your rights or obligations under them to anyone. If any provision of these School Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Cengage may assign its rights and obligations, or these School Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these School Terms does not constitute a waiver of such right or provision. No waiver of any term of these School Terms by Cengage shall be deemed a further or continuing waiver of such term or any other term.

You and Cengage acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Cengage by your use of the School Products, and neither you nor Cengage have the power or the authority to obligate or bind the other.

Cengage shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the School Terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These School Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the School Products are for informational purposes only and are not deemed to be part of these School Terms.

If Cengage provides a translation of the English language version of these School Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term “including” is used in these School Terms, it shall be interpreted to mean “including, without limitation,”, so that the items after the term “including” are understood to be illustrative only and not a complete list.

## Notice and Procedure for Making Claims of Copyright Infringement

Note: the following information is provided exclusively for notifying Cengage that your copyrighted material might have been infringed. All other inquiries, such as requests for technical assistance, will not receive a response through this process.

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c), to be effective, written notification ("Notification") of claimed copyright infringement must be submitted to the following **Agent Designated to Receive Notification of Claimed Infringement**:

Laura Stevens  
Legal Department, Cengage Learning, Inc.  
5191 Natorp Blvd  
Mason, OH 45040  
Phone: (617) 289-7700 [infringements@cengage.com](mailto:infringements@cengage.com)

To be effective, the Notification must include the following:

- 1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## Supplemental Terms for Products

### MindTap

**Instructor Use:** If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the Service as specified in an Order ("Title") has been adopted and is concurrently being used ("Course").

**Institution Subscription:** This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, “Authorized Users”) to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept the Cengage Terms of Use including these Supplemental Terms before or during their first use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is

actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with the Cengage Terms of Use including these Supplemental Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

### **Special Provisions Applicable to Developer Offerings**

Cengage collaborates with developers to offer them the use of the Service to develop services and/or content designed to enhance your experience with the Service (“Developer Offering”). Developer Offerings are not provided under these Terms, but are instead provided under separate terms that are included or accompany the Order (or the activation process) for a given Developer Offering (“Developer Offering Terms”). Placing an Order for a Developer Offering that includes Developer Offering Terms, or activating a Developer Offering for which the activation process includes Developer Offering Terms, will be deemed to constitute your acknowledgment that you have read and agree to all applicable Developer Offering Terms, including those provided only in the English language. You acknowledge that Cengage is not a party to, and Cengage is not liable for breaches of, any Developer Offering Terms, and that Cengage is an intended third-party beneficiary of, and may enforce directly against you, all such Developer Offering Terms.

When you use a Developer Offering, Cengage or the Service may furnish the following information about you to the Developer Offering: (1) your role (for example, instructor or student); (2) your institution or organization; (3) your name; (4) your user ID (for example, email address); (5) the ISBN of the Services you ordered and the ISBN of the Title’s corresponding physical textbook; (6) your Course ID (identifying the type of Course in which you are enrolled, for example, Introduction to Chemistry) and course key (an instructor-created identifier used by students to register for that instructor’s Course); and (7) your Course’s Snapshot ID (an ID generated by the Service that identifies the specific Course for which the applicable Title has been adopted, for example, “Professor Smith’s Introduction to Chemistry class at State University”). The Developer Offering Terms between you and the applicable Developer (and not these Terms) governs the use, storage, and transfer by that Developer and its Developer Offering of Your Content and your other information. You acknowledge that the Developer Offering Terms with a Developer might give the Developer rights with respect to your data beyond those allowed by the Developer’s agreement with Cengage and beyond those allowed by the Cengage Terms of Use including these Supplemental Terms or Cengage’s Privacy Notice. Cengage does not guarantee that each Developer will comply with its developer agreement with Cengage or its Developer Offering Terms with you, and Cengage is not required to enforce a developer agreement against a Developer.

A Developer Offering is either a Cengage-Hosted Developer Offering or a Developer-Hosted Developer Offering. Cengage’s only obligations with respect to Developer Offerings are to: (1) obtain and collect payment for your Developer Offering Order, and (2) host and provide you with online access to the functionality of Cengage-Hosted Developer Offerings in the same manner that Cengage hosts and provides you with online access to the functionality of Services

developed by Cengage. Cengage is not responsible or liable for: (1) the availability, delivery, functionality, or performance of Developer Offerings, including their content, accuracy, or reliability or (2) the acts and omissions (including privacy practices) of the developers of Developer Offerings.

## WebAssign

WebAssign, a Cengage Service made available at [www.webassign.com](http://www.webassign.com), includes online homework delivery, grading, and assessment functionality, and is available to instructors through paid subscription, for specified classes and time durations. The main purpose of the WebAssign Service is to provide instructors with a secure, accessible platform in which to assign and grade homework and assessments, in order to assess student performance and comprehension. The WebAssign Service can also be used for quizzes, tests, labs, and selfstudy depending on the instructor's application of the WebAssign Service. In the WebAssign Service, course materials, including textbooks, questions, answers, multimedia files, and ebooks, are accessible to students between the start and end dates, set by the instructor, of the courses for which access has been purchased. This restriction applies to single-semester access, multi-semester access, and Lifetime Of Edition access ("Lifetime of Edition" means that the student has access to course materials whenever that student is enrolled in a course within the same institution where the same edition of such materials is being used).

The WebAssign Service may be used only in conjunction with an educational course offering in which you are enrolled or which you are teaching or administering, as applicable.

### WebAssign IDs

Student usernames and passwords may be provided to WebAssign for use with the WebAssign Service by the instructor (or, if the instructor chooses and if available, by self-enrollment functionality). WebAssign determines any applicable institution code. You should change your password before starting to use the WebAssign Service, to prevent unauthorized access to your assignments. To facilitate communication between WebAssign and users of the WebAssign Service, and for retrieval of login information, we use email addresses.

If your WebAssign Services account has been set up by your instructor or other administrator, your instructor or administrator may be able to access or disable your account. WebAssign shall have no liability for any acts or omissions of your instructor or other administrator.

### Shared Content

You may be able to specify that Shared Content is generally available for use by all other WebAssign Service users, or only to the WebAssign Service users that you specifically allow to use the Shared Content.

## SAM

**Instructor Use:** If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) inclass handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or

lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the Service as specified in an Order ("Title") has been adopted and is concurrently being used ("Course").

**Institution Subscription:** This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, "Authorized Users") to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept the Cengage Terms of Use including these Supplemental Terms before or during their first use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with the Cengage Terms of Use including these Supplemental Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

## PM eCollection

### Premium subscription

Each student seat that is purchased is to be used to provide a single student with access to the PM eCollection platform, once the student no longer needs access the student should be deleted which will de-allocate their seat and allow another user to be added to the subscription using up a seat allocation. Only teachers that work for your school/institution may be added to your subscription, these teachers should be removed from the platform once they no longer work for your school/institution.

### PM Benchmark Software

Only teachers that work for your school/institution may be added to your subscription, these teachers should be removed from the platform once they no longer work for your school/institution.

### PM Guided Reading Planner

Only teachers that work for your school/institution may be added to your subscription, these teachers should be removed from the platform once they no longer work for your school/institution.

You may only supply copies of the Cengage Materials available through this platform to teachers that already have access to the platform or that would have the right from being within your school to have access.

## Country Specific Terms

### Instructor Use (Australia and New Zealand)

In Australia and New Zealand, the extent of instructor permissible copying, reproduction or display of Cengage Content is governed by Copyright law and your institution, or representative body, agreement with Copyright Agency Limited in Australia ("CAL") or Copyright Licensing New Zealand ("CLNZ"), for which an annual fee per student is paid. Permission for use beyond that

permitted by your agreement with CAL or CLNZ must be sought directly from Cengage at <https://www.cengage.com.au/permissions>.

For clarity, personal use by instructors and students within the designated Cengage platform is granted within these Terms of Use and free of obligations under agreements with CAL and CLNZ, however, any copying, reproduction or display of Cengage Content outside of the designated Cengage platform (e.g., producing in-class handouts for students) is subject to your agreement(s) with CAL and/or CLNZ.





# Houghton Mifflin Harcourt

**Proposal #008959706**

Prepared For

## **Ft Worth Ind School District**

7060 Camp Bowie Blvd  
Fort Worth TX 76116

Attention:

**Mary Jane Bowman**  
maryjane.bowman@fwisd.org

For the Purchase of:

## **Social Studies**

Prepared By  
**Shari Dawson**  
shari.dawson@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mary Jane Bowman  
maryjane.bowman@fwisd.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

# Proposal for Ft Worth Ind School District

RFP 20-040

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Grade 7</u></b>						
<b>Student</b>						
1609845 9780544550513	2016 Texas HMH History Digital/Mobile Student Resource Package 1 Year	c	\$18.00	5,000	\$90,000.00	
1786048 9780358375326	2016 Texas HMH History with 1 Year Digital Grade 7 Digital/Mobile Teacher Resource Package		\$175.10			66
<b>Total for Student</b>			<b>\$90,000.00</b>			
<b><u>Total for Grade 7</u></b>			<b>\$90,000.00</b>			
<b><u>Grade 8</u></b>						
<b>Student</b>						
1609865 9780544550711	2016 Texas United States History: Early Colonial Period through Reconstruction Digital/Mobile Teacher Resource Package 1 Year Digital		\$159.95			70
1609860 9780544550667	United States History Texas Digital/Mobile Student Resource Package 1 Year Early Colonial Period Through Reconstruction 2016	c	\$18.00	5,300	\$95,400.00	
<b>Total for Student</b>			<b>\$95,400.00</b>			
<b><u>Total for Grade 8</u></b>			<b>\$95,400.00</b>			

<b>Total Savings:</b>	<b>\$22,753.10</b>
<b>Subtotal Purchase Amount:</b>	<b>\$185,400.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$185,400.00</b>
--	---------------------

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mary Jane Bowman  
maryjane.bowman@fwisd.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

HMH Confidential and Proprietary



**Total Cost of Proposal (PO Amount): \$185,400.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Fort Worth ISD 100 N University Dr Fort Worth, TX 76107-1360	<b>Sold to:</b> Fort Worth ISD 7060 Camp Bowie Blvd Fort Worth, TX 76116-7119
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 5/22/2024

Proposal Expiration Date: 7/6/2024



# Houghton Mifflin Harcourt

Send **Check Payments** to:  
 Houghton Mifflin Harcourt Publishing Company  
 14046 Collections Center Drive  
 Chicago, IL 60693

Attention:  
 Mary Jane Bowman  
[maryjane.bowman@fwisd.org](mailto:maryjane.bowman@fwisd.org)

Send **Orders** to:  
[orders@hnhco.com](mailto:orders@hnhco.com)  
 FAX: 800-269-5232

**HMH Confidential and Proprietary**

008959706

Sold:0000270630 Ship:0000657549

Page 3 of 3

Please submit this form with your purchase order



# Houghton Mifflin Harcourt

**Proposal #008959701**

Prepared For

## **Ft Worth Ind School District**

7060 Camp Bowie Blvd  
Fort Worth TX 76116

Attention:

**Mary Jane Bowman**  
maryjane.bowman@fwisd.org

For the Purchase of:

## **HMH Social Studies**

Prepared By  
Shari Dawson  
shari.dawson@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mary Jane Bowman  
maryjane.bowman@fwisd.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008959701 Sold:0000270630 Ship:0000657549

Page 314

Please submit this form with your purchase order

# Proposal for Ft Worth Ind School District

ISBN	Title			Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Grade 9</u></b>							
<b>Student</b>							
1211842 9780554028583	Sociology: The Study of Human Relationships Student Access (1-year subscription)			c	\$24.00	500	\$12,000.00
<b>Total for Student</b>				<b>\$12,000.00</b>			
<b>Teacher</b>							
1211846 9780554028606	Sociology: The Study of Human Relationships Online Teacher's Edition (1-year subscription)			c	\$35.00		6
<b>Total for Teacher</b>				<b>\$0.00</b>			
<b><u>Total for Grade 9</u></b>				<b>\$12,000.00</b>			

<b>Total Savings:</b>	<b>\$210.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$12,000.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$12,000.00</b>
--	--------------------

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Mary Jane Bowman  
maryjane.bowman@fwisd.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

HMH Confidential and Proprietary

# Proposal for Ft Worth Ind School District

**Total Cost of Proposal (PO Amount): \$12,000.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Fort Worth ISD 100 N University Dr Fort Worth, TX 76107-1360	<b>Sold to:</b> Fort Worth ISD 7060 Camp Bowie Blvd Fort Worth, TX 76116-7119
---	--
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

**Date of Proposal: 5/22/2024**
**Proposal Expiration Date: 7/6/2024**


## Houghton Mifflin Harcourt

Send **Check Payments** to:  
 Houghton Mifflin Harcourt Publishing Company  
 14046 Collections Center Drive  
 Chicago, IL 60693

Attention:  
 Mary Jane Bowman  
 maryjane.bowman@fwisd.org

Send **Orders** to:  
 orders@hnhco.com  
 FAX: 800-269-5232

**HMH Confidential and Proprietary**

008959701 Sold:0000270630 Ship:0000657549

Page 3 of 3

Please submit this form with your purchase order



Because learning changes everything.®

**QUOTE PREPARED FOR:**

Fort Worth Isd  
2224 E LANCASTER AVE  
FORT WORTH, TX 76103-2221  
ACCOUNT NUMBER: 411802

**SUBSCRIPTION/DIGITAL CONTACT:**

**CONTACT:**

Xavier Pantoja  
xavier.pantoja@fwisd.org  
817.814-2476

**SALES REP INFORMATION:**

Kim Julius  
kim.julius@mheducation.com  
(817) 988-1857

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Social Studies	\$225,795.27	(\$9,253.59)	\$216,541.68
<b>PRODUCT TOTAL*</b>	<b>\$225,795.27</b>	<b>(\$9,253.59)</b>	<b>\$216,541.68</b>
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
<b>GRAND TOTAL*</b>			<b>\$216,541.68</b>

\* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

RFP 20-040

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/06/2024  
QUOTE NUMBER: DSIMP-06062024034708-001

ACCOUNT NAME: Fort Worth Isd  
ACCOUNT #: 411802

EXPIRATION DATE: 09/04/2024  
PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
WORLD GEOGRAPHY STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION	978-0-02-143345-2	5737	\$9.99	\$0.00	\$57,312.63
WORLD GEOGRAPHY TEACHER LESSON CENTER 1 YEAR SUBSCRIPTION	978-0-02-143349-0	196	\$12.99	\$2,546.04	*Free Materials
WORLD HISTORY TEXAS STUDENT CENTER 1 YEAR SUBSCRIPTION	978-0-07-660601-6	5246	\$9.99	\$0.00	\$52,407.54
WORLD HISTORY TEXAS TEACHER CENTER 1 YEAR SUBSCRIPTION	978-0-07-660606-1	165	\$12.99	\$2,143.35	*Free Materials
UNITED STATES HISTORY AND GEOGRAPHY MODERN TIMES TX STUDENT CENTER 1YR SUB	978-0-07-660856-0	4102	\$9.99	\$0.00	\$40,978.98
UNITED STATES HISTORY SINCE 1877 TEXAS TEACHER CENTER 1YR SUB	978-0-07-660857-7	105	\$12.99	\$1,363.95	*Free Materials
UNITED STATES GOVERNMENT TEXAS STUDENT LEARNING CENTER 1 YEAR BUNDLE COMPONENT	978-0-02-135791-8	1950	\$12.99	\$0.00	\$25,330.50
UNITED STATES GOVERNMENT TEXAS TEACHER LESSON CENTER 1 YEAR BUNDLE COMPONENT	978-0-02-135792-5	70	\$18.99	\$1,329.30	*Free Materials
ECONOMICS TEXAS STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION	978-0-02-145166-1	1950	\$12.99	\$0.00	\$25,330.50
ECONOMICS TEXAS TEACHER LESSON CENTER 1 YEAR SUBSCRIPTION	978-0-02-145663-5	70	\$12.99	\$909.30	*Free Materials
PSYCHOLOGY STUDENT LEARNING CENTER, 1-YEAR SUBSCRIPTION	978-0-07-664076-8	871	\$17.43	\$0.00	\$15,181.53
PSYCHOLOGY, TEACHER LESSON CENTER, 1-YEAR SUBSCRIPTION	978-0-07-664080-5	15	\$64.11	\$961.65	*Free Materials

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders\_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/06/2024

ACCOUNT NAME: Fort Worth Isd

EXPIRATION DATE: 09/04/2024

QUOTE NUMBER: DSIMP-06062024034708-001

ACCOUNT #: 411802

PAGE #: 2



Because learning changes everything.<sup>3</sup>

**QUOTE PREPARED FOR:**

Fort Worth Isd  
2224 E LANCASTER AVE  
FORT WORTH, TX 76103-2221  
ACCOUNT NUMBER: 411802

**CONTACT:**

Xavier Pantoja  
xavier.pantoja@fwisd.org  
817.814-2476

VALUE OF ALL MATERIALS	\$225,795.27
FREE MATERIALS	(\$9,253.59)
<b>PRODUCT TOTAL*</b>	<b>\$216,541.68</b>
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
<b>GRAND TOTAL</b>	<b>\$216,541.68</b>

**SUBSCRIPTION/DIGITAL CONTACT:**

Comments:

RFP 20-040

\* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

\*\*Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

**Terms of Service:**

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting [www.mheducation.com](http://www.mheducation.com) (or [www.mhecoast2coast.com](http://www.mhecoast2coast.com)).

School Purchase Order Number:

Fort Worth ISD- Mary Jane Bowman  
Name of School Official (Please Print)

  
Signature of School Official

**PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER**

**SEND ORDER TO:**

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605  
Email: [orders\\_mhe@mheducation.com](mailto:orders_mhe@mheducation.com) | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 06/06/2024  
QUOTE NUMBER: DSIMP-06062024034708-001

ACCOUNT NAME: Fort Worth Isd  
ACCOUNT #: 411802

EXPIRATION DATE: 09/04/2024  
PAGE #: 3



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE CONTRACT FOR THE PROFESSIONAL DEVELOPMENT  
OF DISTRICT LEADERS**

**BACKGROUND:**

The vendor helps build the capacity of our campus and District leadership teams, creating a sustainable leadership structure to support ongoing work. The vendor provides services to support the work of campus leaders by helping school leaders understand state and federal assessment and accountability systems – with a focus on understanding the issues that are most impactful for classroom instruction and student learning.

Additionally, this support service helps leaders stay current on changes or developments in the areas of instruction, assessment, and accountability. The vendor will help District leaders make sense of the complexities surrounding assessment and accountability systems; consequently, the District and campus leaders effectively lead and support sound instructional practices.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contract for the Professional Development of District Leaders
2. Decline to Approve Contract for the Professional Development of District Leaders
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract for the Professional Development of District Leaders

**FUNDING SOURCE:**        **Additional Details**

General Fund                      199-21-6299-165



**COST:**

\$395,295.00

**VENDOR:**

Lead4ward

**PURCHASING MECHANISM:**

Competitive Solicitation

***Purchasing Support Documents Needed:***

Solicitation – Bid Summary / Evaluation

Bid/Proposal

Fort Worth ISD RFP Number: 21-083-D

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history, etc. All firms responding to this solicitation have been qualified to provide services per specifications of proposal. The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Leaders

**RATIONALE:**

Approval of this purchase will allow the District to connect accountability to instruction, which will benefit teachers, students, and staff.

**INFORMATION SOURCE:**

Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Network 3

**2024-2025 Professional Development Support Proposal**  
**Fort Worth ISD**  
**June 13, 2024**

RFP 21-083-D

Fort Worth ISD and lead4ward are working together to provide high-quality professional development to teachers and leaders within the district. The following is a support proposal for the 2024-2025 school year. It outlines the proposed services, as well as high-level responsibilities of lead4ward and the district. The proposal is a draft, and we can modify or customize to further fit the needs of the campuses.

**lead4ward responsibilities**

- Provide training and support for the services outlined in this proposal
- Communication through email and phone support
- Coordination of agendas and objectives

**district responsibilities**

- Provide point of contact from district/campuses
- Ensure campus leadership teams attend training(s)
- Provide training facility and print

Workshops/Trainings	Date(s)/Consultant(s)	Audience	Cost*
Maximizing lead4ward Field Guides	Date(s) TBD (Stephanie Zelenak)	district leaders and campus leadership teams (principals, APs, coaches, and teacher leaders)	\$8,500 <i>for up to 250 total participants per day</i>  <b>3 days = \$25,500</b>
Data Optics: Integrating Data Types & Visualizations	Date(s) TBD (Stephanie Zelenak)	district leaders and campus leadership teams (principals, APs, coaches, and teacher leaders)	\$8,500 <i>for up to 250 total participants per day</i>  <b>3 days = \$25,500</b>
Connect the Dots: HQIMs & lead4ward	Date(s) TBD (Stephanie Zelenak)	district leaders and campus leadership teams (principals, APs, coaches, and teacher leaders)	\$8,500 <i>for up to 250 total participants per day</i>  <b>3 days = \$25,500</b>
Engaging Learners	Date(s) TBD (Stephanie Zelenak)	district leaders and campus leadership teams (principals, APs, coaches, and teacher leaders)	\$8,500 <i>for up to 250 total participants per day</i>  <b>3 days = \$25,500</b>
Being the Leader Your New Teachers Need	Date(s) TBD (Stephanie Zelenak)	campus and district leaders including coaches	\$8,500 <i>for up to 250 total participants per day</i> <b>3 days = \$25,500</b>
Review for Leaders	Date(s) TBD (Stephanie Zelenak)	district leaders and campus leadership teams (principals, APs, coaches, and teacher leaders) in grades 3-EOC	\$8,500 <i>for up to 250 total participants per day</i>  <b>3 days = \$25,500</b>
Bringing the New Science TEKS into Focus	Date(s) TBD (Jennie Ramsey)	K-12 science teachers and leaders	\$8,500 <i>for up to 250 total participants per day</i> <b>3 days = \$25,500</b>
<b>Total for Workshops/Trainings</b>			<b>\$178,500</b>

## lead4ward Professional Development Support Proposal 2024-2025

Services/Products	Date(s)/Consultant(s)	Audience	Cost*
Teacher Field Guides	<b>rolling electronic access</b> Field guides campus bundles are available as: K – 6 (Elementary) 6 – 8 (Middle School) 9 – 12 (High School)	K-HS PLCs	\$250 <i>per campus bundle</i> (1-year RENEWAL subscription)  <b>137 campus renewals = \$34,250</b>
Literacy ePLCs	electronic access for 2024 –25 school year	3-EOC Reading and Language Arts PLCs	<b>\$6,550 district-level membership</b>
Math ePLCs	electronic access for 2024 –25 school year	3-8 Math PLCs	<b>\$7,550 district-level membership for combined bundle (grades 3-Algebra I)</b>
Science ePLCs	electronic access for 2024 –25 school year	K-12 Science PLCs	<b>\$4,250 district-level membership</b>
SS ePLCs with HQIMs (content ePLCs <u>and</u> HQIMs for every grade 8 SS topic)	electronic access for 2024 –25 school year	8 <sup>th</sup> grade Social Studies PLCs	\$2,750 <i>per campus</i>  <b>23 middle schools = \$37,950</b> (special discount of 40% when purchasing for all 23 campuses)
Accountability Connect	electronic access for 2024 –25 school year	District and Campus Leaders	<b>District membership: \$4,550</b>
Leader Link Webinar Series	electronic access for 2024 –25 school year	Principals, campus leadership teams & district leaders	\$555 for 3 <i>Leader Link videos</i> (\$185 <i>per campus per video</i> )  <b>133 campuses = \$73,815</b>
leadward Data Module for Eduphoria	rolling electronic access in Eduphoria	K-12 teachers and leaders	Annual Subscription Fee <i>per campus if purchasing district wide</i> : \$360/yr  <b>District wide subscription (133 campuses) = \$47,880 (PO and payment submitted directly to Eduphoria)**</b>
<b>Total for Services/Products</b>			<b>\$216,795**</b>
<b>TOTAL</b>			<b>\$395,295</b>

\*Prices and presenters are subject to change depending on training session/number of participants. Once dates are agreed upon and confirmed, lead4ward requires 30 days' notice of any reschedules or cancellations.

\*\* lead4ward data module for Eduphoria: \$47,880 PO and payment submitted directly to Eduphoria

To schedule trainings, complete a pd request form: <https://lead4ward.com/pd-all/>

Register for memberships: <https://lead4ward.com/learning-yearly-services/>

Purchase products: <https://store.lead4ward.com/>

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC: APPROVE APPLICATION FOR GENERAL STATE WAIVERS FOR PREGNANCY-RELATED SERVICES ON CAMPUS COMPENSATORY EDUCATION HOME INSTRUCTION (CEHI)**

**BACKGROUND:**

Every three (3) years, the District applies to the Texas Education Agency (TEA) concerning the requirements to send certified teachers to the homes or hospitals of pregnant students not in regular school attendance due to prenatal complications and delivery. TEA refers to these academic tutoring services as Compensatory Education Home Instruction (CEHI) as discussed in Section IX: Pregnancy Related Services of the Student Attendance Accounting Handbook. The District does have certified teachers who go to the homes and hospitals to provide these academic tutoring services. This application will allow the District to continue to provide these tutoring services on the school campuses to students who are ready to transition back to school from recovery for tutoring. With an approved waiver, each CEHI teacher can tutor four (4) students at one (1) time on each school campus. TEA requires that each student receive at least four (4) hours of tutoring per week in their coursework in order to earn five (5) days of weekly attendance. If the student does not receive the needed number of hours, then she is counted absent. This waiver will apply to all District schools.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Application for General State Waivers for Pregnancy-Related Services on Campus Compensatory Education Home Instruction (CEHI)
2. Decline to Approve Application for General State Waivers for Pregnancy-Related Services on Campus Compensatory Education Home Instruction (CEHI)
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Application For General State Waiver For Adolescent Pregnancy Services

**FUNDING SOURCE:**      **Additional Details**

General Fund	199-11-6116-201 - \$15,000 – Payroll - Current Teachers
	199-11-6117-201 - \$10,000 – Payroll -Retired teachers
	199-32-6411-201 - \$15,000 - Mileage

**COST:**

No Cost

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Adolescent Pregnancy Services, which provides District-wide services to pregnant and parenting students who are enrolled in their home schools.

**RATIONALE:**

In order to determine the effectiveness of the tutoring services and the waiver, the most recent evaluation was conducted of the number of recaptured days of attendance for 55 students who were enrolled in the regular middle and high schools and who received the tutoring services during the 2021-2022 school year. These students received the tutoring services because they were placed on prenatal bed rest, or they delivered their babies. The results of the evaluation showed that students were able to recapture approximately 80.4% (percent) of the attendance days missed because of pregnancy complications and delivery. The tutoring services and the waiver are achieving the stated goal of improving these students' attendance and keeping students connected to school during these specific periods.

**INFORMATION SOURCE:**

Dr. Tamekia Brown. Associate Superintendent, Learning & Leading Service Network 4

## CONSENT AGENDA ITEM

### BOARD MEETING

July 23, 2024

#### **TOPIC: APPROVE CONTRACT FOR SOCIAL-EMOTIONAL LEARNING AND ACADEMIC CURRICULUM TO INCREASE DEVELOPMENT FOR STUDENTS IN SPECIALIZED CLASSROOMS**

#### **BACKGROUND:**

The Fort Worth ISD offers individualized educational programming for students eligible for special education services birth through age 21. This web-based program provides a comprehensive suite of tools designed for students in specialized classrooms. The focus is to address student loss of learning, increase rigor, allow for reteach, and support students' social-emotional learning and mental health. The platform addresses social-emotional learning and includes academic curriculum differentiated to meet the needs for students in specialized classrooms providing academic growth in areas identified in their Individualized Educational Plan (IEP).

This program has been utilized in the District since Fall 2020 and has become an integral instructional resource in the Social-Emotional and Academic Success (SEAS) and Reaching Independence through a Structured Environment (RISE) programs. The students who participate in these lessons have specific behavioral and social-emotional goals, typically focused on social skills such as handling conflict, establishing appropriate relationships, and managing their own emotions.

#### **STRATEGIC GOAL:**

1 - Increase Student Achievement

#### **ALTERNATIVES:**

1. Approve Contract for Social-Emotional Learning and Academic Curriculum to Increase Development for Students in Specialized Classrooms
2. Decline to Approve Contract for Social-Emotional Learning and Academic Curriculum to Increase Development for Students in Specialized Classrooms
3. Remand to Staff for Further Study

#### **SUPERINTENDENT'S RECOMMENDATION:**

Approve Contract for Social-Emotional Learning and Academic Curriculum to Increase Development for Students in Specialized Classrooms

#### **FUNDING SOURCE:**      **Additional Details**

Special Revenue                      224-11-6399-513

**COST:**

\$170,100

**VENDOR(S)/PROVIDER(S):**

ReThink Ed

**PURCHASING MECHANISM:**

Competitive Solicitation  
RFP 23-062

**Solicitation/Proposal Statistics**

FWISD Bid Number: 23-062

Number of Bids/Proposals received: 13

HUB Firms: 2

Compliant Bids: 3

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above have been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Specialized Classrooms District Wide: Social-Emotional and Academic Success (SEAS) and Reaching Independence through a Structured Environment (RISE)

**RATIONALE:**

To provide social-emotional curriculum to ensure all students have the opportunity to meet IEP goals and objectives. The program will be used to provide social-emotional learning support to students, behavioral interventions for staff and additional academic resources to support the variety of learning needs and differentiation beneficial for student learning.

**INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Network 4



Quote Number 00004788

Created Date 5/22/2024

Expiration Date 7/31/2024

Company Address 49 West 27th Street, Floor 8,  
New York, NY 10001  
USA

### Rethink

<b>Subject:</b>	Price Quote For Review	<b>Contact Name</b>	Wendy Denning
<b>Prepared By</b>	Angela Reid	<b>Account Name</b>	[Region 11 ESC] Fort Worth Independent School District
<b>Email</b>	angela.reid@rethinkd.com		RFP 23-062

Thank you for taking the time to engage with Rethink and to learn how our solutions can meet the needs of your staff and students. As promised, I have created a quote outlining the products and services that we discussed during our recent meeting.

Please feel free to contact me if you have any questions

### Contract Dates

Order Start Date 7/1/2024

Order End Date 6/30/2025

### Quote Line Items

Product	Quantity	Sales Price	Total Price
Onsite Implementation Support	2.00	\$0.00	\$0.00
Rethink Wellness Bundle Classroom Access	189.00	\$450.00	\$85,050.00
Vizzle Student License (Per Student)	1,890.00	\$45.00	\$85,050.00
Grand Total		\$170,100.00	



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE CONTRACT TO PROVIDE COMMUNITY-BASED  
SUPPORTED EMPLOYMENT TRAINING FOR STUDENTS WITH  
MODERATE TO SEVERE DISABILITIES**

**BACKGROUND:**

Fort Worth ISD has ongoing partnerships with community-based businesses to help students with moderate to severe disabilities meet their post-secondary goals. Community partnerships enable students to gain real-world work experience in a variety of settings outside the school environment. Collaborating with community partners helps schools comply with legal requirements, outlined in the Individuals with Disabilities Education Act (IDEA) which emphasize the importance of transition services and employment opportunities for students with disabilities. A supported employment training program provides services to students whose disabilities restrict access to competitive employment. The enrolled students acquire training and skills needed to provide a seamless move into post-secondary community based supported employment options. This renewal contract will cover the 2024 - 2025 academic school year.

**STRATEGIC GOAL:**

4 - Develop a Workforce that is Student and Customer-Centered

**ALTERNATIVES:**

1. Approve Contract to Provide Community Based Supported Employment Training for Students with Moderate to Severe Disabilities
2. Decline to Approve Contract to Provide Community Based Supported Employment Training for Students with Moderate to Severe Disabilities
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Contract to Provide Community Based Supported Employment Training for Students with Moderate to Severe Disabilities

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
-------------------------------	----------------------------------

Special Revenue	224-11-6299-513
-----------------	-----------------

**COST:**

\$196,350.00

**VENDOR(S)/PROVIDER(S):**

Amplify aka Expanco

**PURCHASING MECHANISM:**

Competitive Solicitation  
RFP 23-113

Solicitation Statistics

Bid Number: 23-113

Number of Bid/Proposals received: 1

HUB Firms: 0

Compliant Bids: 1

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031 (b). The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Fort Worth ISD High Schools District Wide

**RATIONALE:**

Strengths and resources of community partners help Fort Worth ISD offer more robust and effective supported employment programs, ultimately leading to better outcomes for students with disabilities. When students graduate from Fort Worth ISD with a graduation code that indicates the student has completed his/her IEP and has either demonstrated self-employment with self-help skills to maintain employment or has demonstrated mastery of specific employability and self-help skills, this leads to campus CCMR credit. Fort Worth ISD has partnered with Amplify to provide supported employment opportunities for students with moderate to severe disabilities since 2020 helping more than 90 students meet their post-secondary goals.

**INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Network 4

OUR ABILITIES SPEAK VOLUMES.

April 26, 2024

To: FWISD  
RFP 23-113

From: Tony Picciuti

The following is a comprehensive proposal outlining the services offered by Amplify to Fort Worth Independent School District (FWISD) for its Vocational Transition Services. Our aim is to provide customized instruction and training to students with disabilities in a work-based environment.



We believe that the continuation and renewal of the 2024 – 2025 school year contract with Amplify will be beneficial for FWISD and its students. Our services can cater to a maximum of 30 students daily, and we propose a daily rate of \$35.00.

*Our approach to vocational transition services is designed to cater to the unique needs of each student, ensuring they are equipped with the skills, knowledge, and confidence required to succeed in the workforce. We look forward to the opportunity to collaborate with FWISD to help students with disabilities achieve their full potential.*

Tony Picciuti  
Executive Director

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE CONTRACT WITH SERVICE PROVIDER TO PROVIDE MENTORING AND OTHER SUPPORT SERVICES FOR THE FWISD MY BROTHER'S KEEPER & MY SISTER'S KEEPER (MBK/MSK) STUDENT LEADERSHIP PROGRAMS FOR 2024-2025**

**BACKGROUND:**

In February 2014, then President Barak Obama launched the My Brother's Keeper initiative to ensure that young men of color have opportunities to improve their life outcomes and overcome barriers to success. Shortly thereafter, the FWISD Board of Education approved the Pledge by America's Great City Schools to serve FWISD Males of color and accepted the My Brother's Keeper Community Challenge. FWISD's MBK and MSK programs empower students to become informed about educational equity, participate in school related activities and community service projects. This contract will include Chapters in twelve high schools, with MBK Chapters in 12 High Schools and MSK Chapters in four high schools. It also includes two summer camps, in July 2024 and June 2025 and taking 10 MBK students to the Texas Male Summit in Austin, Texas. The year will be capped off with a Stole Ceremony for graduating seniors.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve contract with service provider to provide mentoring and other support services for the FWISD My Brother's Keeper (MBK) and My Sister's Keeper (MSK) student leadership programs for 2024-2025.
2. Decline to Approve contract with service provider to provide mentoring and other support services for the FWISD My Brother's Keeper (MBK) and My Sister's Keeper (MSK) student leadership programs for 2024-2025.
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve contract with service provider to provide mentoring and other support services for the FWISD My Brother's Keeper (MBK) and My Sister's Keeper (MSK) student leadership programs for 2024-2025.

**FUNDING SOURCE:**                      **Additional Details**  
General Fund                              199-31-6299-157

**COST:**  
\$237,000

**VENDOR(S)/PROVIDER(S):**  
Strategies to Elevate People (STEP)

**PURCHASING MECHANISM:**  
Competitive Solicitation  
RFP 21-083-J

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Anticipated participating schools for 2024-25SY – may be amended by consent of both parties.  
My Brother's Keeper:

Amon-Carter Riverside HS	Diamond Hill HS
Dunbar HS	Eastern Hills HS
North Side HS	R. L. Paschal HS
Polytechnic HS	Southwest HS
O. D. Wyatt HS	Trimble Tech HS
Young Men's Leadership Academy	TCC South/FWISD Collegiate HS

My Sister's Keeper:

Dunbar HS	North Side HS
Polytechnic HS	Southwest HS

**RATIONALE:**

The MBK/MSK programs provide weekly mentoring and check-in sessions with each MBK/MSK Chapter. As part of these meetings, participants learn about college preparation, career choices, community involvement, cultural awareness, personal growth, and leadership development. In addition to Chapter meetings, MBK/MSK members visit area college campuses, leadership campus and conferences, and are introduced to community leaders and positive role models. These experiences along with the brotherhood/sisterhood of the Chapter encourage both personal and academic success.

The MBK/MSK Chapters could meet and partner with organizations that offer knowledge regarding career opportunities, as well as financial and other support for students attending college.

**INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network 4

Exhibit A



# 2024 - 2025 Scope of Work For FWISD MBK/MSK

---

<b>2023 - 2024 Scope of Work for FWISD MBK/MSK .....</b>	<b>3</b>
Description of Strategies to Elevate People (Mentoring Program) .....	3
STEP Mentoring Program Organizational Chart .....	4
<b>Overview of Mentoring Services and Leadership .....</b>	<b>5</b>
MBK/MSK-Vision: .....	5
MBK-Student Nominees: .....	5
MBK/MSK-Criteria for Membership: .....	5
MBK/MSK-Objective: .....	6
MBK/MSK-Program: .....	6
<b>MBK-School Chapters .....</b>	<b>8</b>
MBK High Schools .....	8
MSK High Schools .....	8
<b>Leadership For The STEP Mentoring Program .....</b>	<b>9</b>
MBK/MSK-School Chapters .....	9
The MBK/MSK-Team: .....	9
MBK/MSK-Campus Liaison .....	9
Requirements For STEP Mentoring Program-Campus Liaison: .....	10
MBK/MSK-Facilitators: .....	10
Primary Duties of STEP Mentoring Program Facilitators: .....	10
Requirements For STEP Mentoring Program - Master Facilitator:.....	10
<b>MBK/MSK-Program Framework and Timeline .....</b>	<b>12</b>
Campus Chapters .....	12
Topic Due Date .....	12
MBK/MSK-Key Deliverables .....	15
MBK/MSK-Summer Component: .....	16
MBK/MSK-Program Evaluation Plan .....	16
<b>Expanding the MBK/MSK Program to Middle School and Elementary .....</b>	<b>17</b>
Phase I—MBK/MSK Middle School Awareness and Approval.....	17
Phase II—Communication Plan .....	17

Phase III—Recruitment Plan for Students and Liaisons ..... 17

Phase IV— Program Orientation and Kickoff ..... 17

Phase V— Program Evaluation..... 17

**Personnel ..... 18**

**Supplies ..... 18**

**Summer Component ..... 19**

**Appendix A ..... 20**

    Action Plan ..... 20



## Description of Strategies to Elevate People (Mentoring Program)

This Strategies to Elevate People proposal is in response to the RFP # titled: **Mentor for My Brother's Keeper (MBK) and My Sister's Keeper (MSK)** for the Fort Worth Independent School District.

Strategies to Elevate People (STEP) is an organization founded in 2000. The purpose of STEP is to mentor youth that come from marginalized environments.

STEP is a mentoring program with an emphasis on problem-solving and sustaining engagement with young people of color. Its focus is to develop a youth's strength to cope with environmental difficulties. The personal responsibility component of the program helps to improve self-esteem and self-image through skill training. As strengths are identified, given recognition and value, and then linked to difficult areas of development, at-risk adolescents may then achieve a greater sense of well-being. A greater sense of well-being is assumed to lead to better choices.

A main goal of the STEP Mentoring Program is to enable youth to develop a new sense of direction, a new vision of personal destiny and a theory of more effective daily living by recognizing and changing faulty or maladaptive thinking patterns, expectations, perceptions, and beliefs. The STEP Mentoring Program is effective because we treat youth as participants in the family, school, and community process. It is possible to be successful by addressing a broader set of family and community conditions not normally addressed by traditional systems.

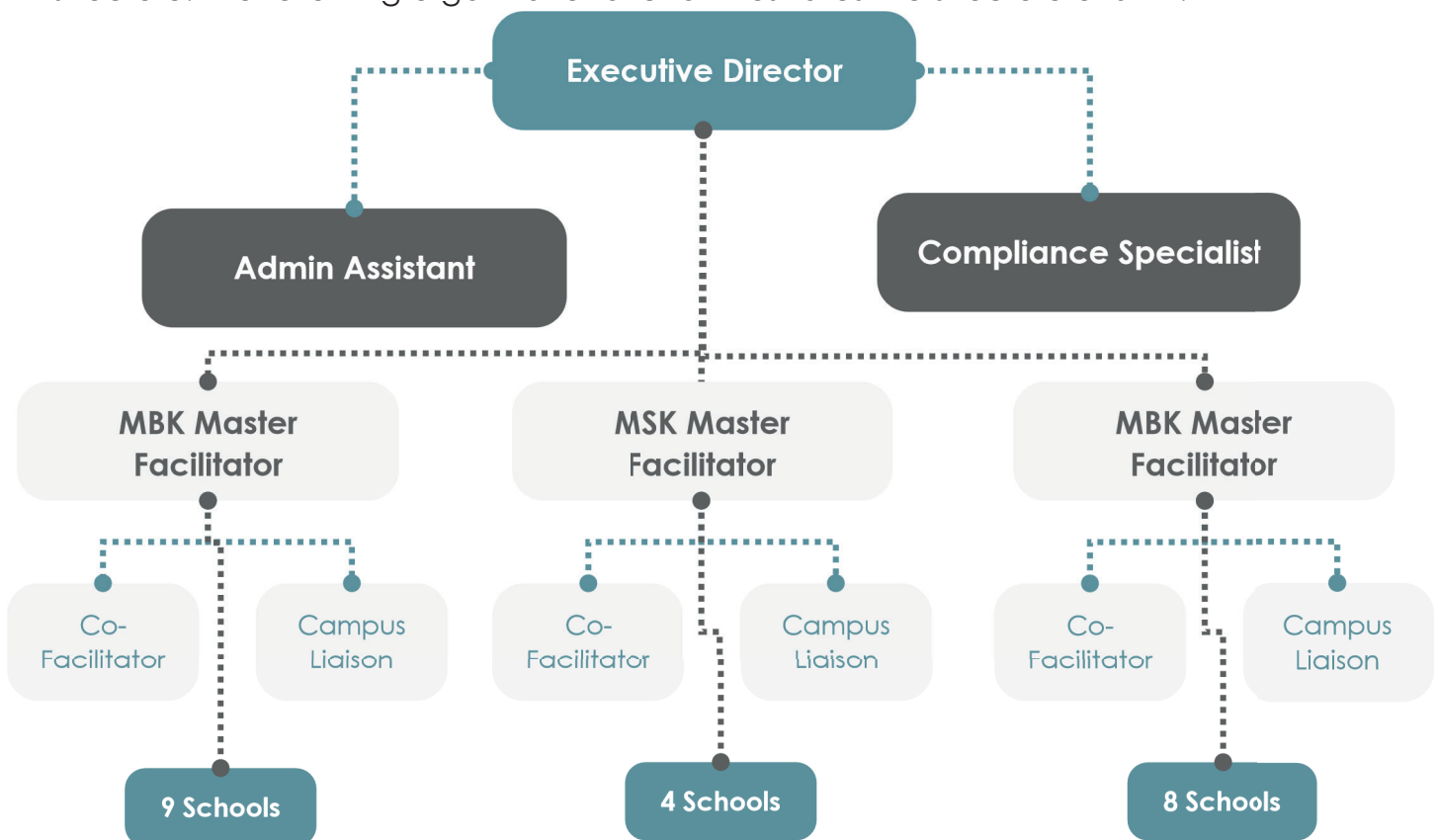
The STEP Mentoring Program wants to build upon each youth's strength. Simply preaching virtues will not address their issues for success. Encountering their real-world problems that tend to breed discontent, despair, hatred, aggression, hostility, and demoralization that will undercut their life chances is at the heart of each youth's solution.

The CEO of the Strategies to Elevate People Mentoring Program is Mr. Rickie Clark who has over twenty years of experience in secondary education. Mr. Clark is a graduate of Jarvis Christian College where he earned a B.S. in Mathematics. He is also a Certified Violence Intervention and Prevention Trainer of Trainers, Youth Entrepreneurship Trainer of Trainers, Rites of Passage Trainer of Trainers, Motivational Speaker, former President of the Jarvis Christian College Fort Worth Alumni, as well as the former Pastor of Christian Community Church of Fort Worth, Texas. Furthermore, Mr. Clark's experience includes work as Assistant Principal and Motivational Coordinator for the first community-based alternative middle and high schools for the Fort Worth Independent School District and

former Program Director for the Fort Worth Housing Authority's Neighbors Against Drug Program (NAD). Mr. Clark currently serves as the My Brother's Keeper Consultant for Fort Worth Independent School District, Educational Consultant for the Tarrant County Advocacy Program and Peaceful Alternatives To Tough Situations (PATTS) Facilitator. Rickie's grassroots community work along with a passion to impart liberating information to youth has enabled him to become uniquely versed in youth culture. He is a recognized and sought-after speaker known for his creative, high-energy message on how to effectively motivate, inspire and empower today's youth. Mr. Clark travels throughout the United States designing, teaching, and implementing programs for at-risk youth.

### STEP Mentoring Program Organizational Chart

STEP fosters the success of students of color through its support programs that encourage academic excellence, behavior improvement, campus connectedness, and community engagement as well as the personal growth and development of participating students. A key factor in allowing STEP to deliver effective services is its structure. The following organizational chart illustrates the structure of STEP:



## **MBK/MSK-Vision:**

The Vision of My Brother's Keeper and My Sister's Keeper Fort Worth ISD (MBK/MSK FWISD) is to develop and empower students of color to become informed in their schools and communities on educational equity and one's ecological settings.

## **MBK/MSK-Student Nominees:**

The student nominees for this program are high school students of color who are committed to completing the 12-month program components and demonstrate interest and willingness to engage in school and community activities. The nominees should be recommended by school staff and approved by MBK/MSK.

The MBK/MSK program includes an intake process, direct services, indirect services, and follow-up services. Each nominee will be required to participate in an initial interview and to complete a series of questionnaires. The results from the interview and the questionnaire will be used to determine the level of intervention for the participant. At the end of the program, the results from the quantitative and qualitative data will be used to determine the need for continued service and the degree to which the program impacted students.

## **MBK/MSK-Criteria for Membership:**

The MBK/MSK program requires each student to satisfy a set of criteria to remain in good standing. The following is an overview of the criteria for students:

- ▶ · Have no more than 5 unexcused absences per school year
- ▶ · Have no more than 5 behavior incidents per school year
- ▶ · Miss no more than 5 weekly mentoring sessions per school year
- ▶ · Complete all college and career readiness assessments (Career Cruising)
- ▶ · Complete ACT or SAT (Seniors Only)
- ▶ · Attend 75% of MBK/MSK community activities.
- ▶ · Participate in 75% of MBK/MSK sponsored events.

## MBK/MSK-Objective:

The objective of this program is to address the disparities in students of color in the Fort Worth ISD school system. Programming will focus on the milestones set under the My Brother's Keeper Challenge by President Barack Obama. These milestones include:

1. Entering school ready to learn
2. Reading at grade level by third grade
3. Graduating from high school ready for college or career
4. Completing post-secondary education or training
5. Successfully entering the workforce
6. Reducing youth violence and providing a second chance

## MBK/MSK-Program:

Through STEP's mentoring system, we seek to recruit participants and develop and implement sustainable mentoring and guidance services for MBK/MSK Chapters by providing programming and development opportunities to bring about systemic change among Fort Worth ISD students of color by addressing the following areas:

1. **Academic Success:** Participants will learn how to plan for their academic success in preparation for post-secondary education and/or career. In addition, they will learn about the college application process and opportunities to pay for college.
2. **Career Awareness:** Participants will become familiar with career research and pathways to careers. They will also apply their decision-making skills to career selection.
3. **College Preparation:** Participants will develop knowledge of the college financial aid and application processes. They will also understand the appropriate major for their chosen career pathway.
4. **Community Involvement:** Participants will examine the influences of culture on the community and will have an opportunity to develop and implement a community service project.
5. **Cultural Awareness:** Participants will develop knowledge and awareness about their culture. They will be able to define culture and race. Participants will also develop consciousness of issues related to diversity, such as inclusion, cultural appreciation, prejudice, racism, and stereotyping. The aim is to identify how and when culture can lead to ethnic and racial inequality in education, in order to contribute to our understanding of how to close the achievement gap.

6. **Leadership Development:** Participants will learn the basic concepts of leadership development and will understand what it means to be a leader as well as learn different models and theories of leadership.
7. **Personal Growth:** Participants will develop knowledge of self and others in order to prepare for effective leadership through exposure to a series of activities that promote healthy self-esteem, identity cultural awareness, development of critical thinking, communication, and organizational skills.
8. **Public Policy and Leadership:** Participants will develop knowledge of policymaking – from local to global and recognize the importance and demands of ethics, diversity, and responsible leadership.
9. **Team Building:** Participants will discover how to use the power of team dynamics to develop cooperating and collaborating abilities, rather than just compete with one another. This skill set will enable them to leverage the collective power of their unity to accomplish outcomes that most of them could never achieve individually. Students will also learn valuable critical thinking and “peer refusal” skills.
10. **Entrepreneurship:** Participants will discover how to tap into their own unique creative genius to develop a product or service that is of value in the marketplace. They will learn how to identify their unique sell proposition that will enhance the lives of the customers they serve. Entrepreneurship training will assist in guiding them along the journey toward whatever college and career interest they desire to pursue.

## MBK/MSK-School Chapters

Each individual school in which the MBK / MSK program is placed will be identified as a Chapter. This year there will be 12 MBK/MSK Chapters located at the following schools:

### MBK High Schools

1. Amon Carter-Riverside High School
2. Diamond Hill
3. Dunbar High School
4. Eastern Hills High School
5. North Side High School
6. RL Paschal High School
7. Polytechnic High School
8. Southwest High School
9. O.D. Wyatt High School
10. TCC
11. Trimble Tech
12. YMLA

### MSK High Schools

Dunbar High School  
 Northside High School  
 Polytechnic High School  
 Southwest High School

## Leadership For The STEP Mentoring Program

### MBK/MSK-School Chapters

Each individual school in which the MBK/MSK program is placed will be identified as an MBK/MSK-Chapter. Each chapter will consist of the following leadership and structure:

1. Minimum of twelve (12) male students of color for MBK and/or (12) female students of color for MSK, not to exceed twenty (20)
2. Have both a Campus Liaison and a Master Facilitator
3. Meet weekly to complete the MBK program curriculum
4. Have (3) student leaders to fill the Executive Chapter Roles of President, Vice President, and Minister of Information
5. Executive members of the chapter attend bi-weekly leadership meetings
6. Members will participate in District-Wide activities with other Chapters
7. Participate in community service projects as assigned
8. Participate in the year-end celebration events

### The MBK/MSK-Team:

In order for the MBK/MSK program to function effectively, each MBK/MSK-Campus will have a Campus Liaison and a Master Facilitator. Their duties and responsibilities are:

### MBK/MSK-Campus Liaison

The role of the Campus Liaison primarily focuses on assisting the Master Facilitator in the implementation of the MBK/MSK program. Primary duties:

- ▶ Provide Social and Emotional Support for participants
- ▶ Be present at every meeting
- ▶ Ensure a meeting location for each meeting
- ▶ Aid in campus fundraising and event planning
- ▶ Serve as Treasurer, handling all money for the campus chapter
- ▶ Plan (1) extra-curricular event for the Chapter per semester
- ▶ Attend bi-weekly leadership meetings with the MBK/MSK district-wide team

- ▶ Attend Campus Liaison Training
- ▶ Any additional duties that ensure the weekly success of the program



## Requirements For STEP Mentoring Program-Campus Liaison:

1. Needs to have a proven commitment and passion for championing the cause of the MBK/MSK program.
2. Must be a faculty member on the campus of the Chapter.

## MBK/MSK-Facilitators:

The roles of the Master Facilitator and Co-Facilitator are to facilitate the growth and development of the students through the implementation of the weekly curriculum of the MBK/MSK program.

## Primary Duties of STEP Mentoring Program Facilitators:

- ▶ Master Facilitators will work with Co-Facilitators to Facilitate weekly discussions and lessons according to the MBK/MSK program outline while tracking program objectives and measurable outcomes
- ▶ Practice lessons before classes
- ▶ Manage activities, supplies, and logistics
- ▶ Provide high quality of service to schools, community and other MBK/MSK affiliates
- ▶ Serve as an intentional mentor for the students in the program
- ▶ Organize materials and represent the MBK/MSK program at various special events and community/school activities
- ▶ Assist Campus Liaison in accountability and management of campus Chapter
- ▶ Attend bi-weekly leadership meetings with the MBK/MSK District-Wide team
- ▶ Attend year-end events
- ▶ Facilitate community service project(s)
- ▶ Assist in the evaluation and reporting of student progress
- ▶ Additional responsibilities as assigned

## Requirements For STEP Mentoring Program - Master Facilitator:

- ▶ Needs to have proven commitment and passion for championing the cause of the MBK/MSK program
- ▶ Ability to uphold, promote and model youth development principles

- ▶ Excellent oral and written communication skills
- ▶ Outstanding organizational skills, including the ability to manage multiple responsibilities
- ▶ Organized with high attention to detail and ability to follow through
- ▶ Past experience with youth programs is a plus
- ▶ Bachelor's Degree or years of experience will be considered

**Requirements for STEP Mentoring Program - Co-Facilitator:**

- ▶ Needs to have proven commitment and passion for championing the cause of the MBK/MSK program
- ▶ Ability to uphold, promote and model youth development principles
- ▶ Excellent oral and written communication skills and computer skills
- ▶ Outstanding organizational skills, including the ability to manage multiple responsibilities
- ▶ Organized with high attention to detail and ability to follow through
- ▶ Past experience with youth programs is a plus
- ▶ Undergraduate college enrollment or years of experience will be considered

## MBK/MSK-Program Framework and Timeline

### Campus Chapters

The MBK/MSK Campus Chapters is designed as a 10-month program to address milestones set forth by the National MBK/MSK program, in doing so, the program focuses on the following topics throughout the school year:

### Topic/Due Date

#### August

- ▶ Promote MBK/MSK & Recruit Members
- ▶ Collect Applications

#### September

- ▶ Introduction/Program Overview & Pre-Assessments
- ▶ Founding Principles
- ▶ Working Assumptions

#### October

- ▶ 6-Weeks Grade Checks/FWISD Distributes Progress Reports
- ▶ Review Progress Reports
- ▶ 12 VIP Agreements
- ▶ Who Do I Want to Make The World Safe For?
- ▶ Male/Female Socialization
- ▶ Father/Son - Father/Daughter Roleplay
- ▶ Act Like A Man Box / Act Like A Lady Flower
- ▶ Recruitment/Application Deadline

#### November

- ▶ Male/Female Stand-Up
- ▶ FWISD Distributes Progress Reports
- ▶ Review Progress Reports
- ▶ Male Emotional Funnel/ What Men Do to Women Stand-Up

- ▶ Male/Female Speak Outs
- ▶ True Heart

### **December**

- ▶ STAAR Testing / MBK/MSK Staff Training
- ▶ Value Voting/Forgiveness

### **January**

- ▶ MBK/MSK Staff Training
- ▶ Anger Cues & Ways to Calm Down
- ▶ MLK Day of Service Prep
- ▶ MLK Day Community Service Activity
- ▶ Violence Is Learned, & Can Be Unlearned
- ▶ Mid-Year Review (Survey)

### **February**

- ▶ Who Am I?
- ▶ Where did my people originate?
- ▶ When did the history of my people begin?
- ▶ FWISD To Distribute Progress Reports
- ▶ Review Progress Reports
- ▶ What have my people contributed?

### **March**

- ▶ What is the culture of my people?
- ▶ What did they do?
- ▶ LIT Conference
- ▶ What is the present condition of my people?
- ▶ What Can I Do to enhance the condition of my people?
- ▶ College & Career Readiness - TBD

**April**

- ▶ Make Up Day
- ▶ MBK/MSK Staff Training
- ▶ STEM Lunch & Learn (Guest Speaker)
- ▶ Distribute Progress Reports
- ▶ Review Progress Reports
- ▶ Post Assessments
- ▶ College & Career Readiness - TBD

**May**

- ▶ MBK/MSK Staff Prep for Graduation/Stole Ceremony
- ▶ Distribute Progress Reports
- ▶ STEM Lunch & Learn (Guest Speaker)
- ▶ Senior Graduation Stole Ceremony

## MBK/MSK-Key Deliverables

This program is to ensure that all students of color have opportunities to improve their life outcomes and overcome barriers to success. Specifics include:

<b>1. Recruiting Plan</b>	Engage prospective students in the cafeteria during lunch and present during staff meetings to increase participation and school-community support.
<b>2. Mentoring and Guidance</b>	<p>Provide mentorship and work closely with MBK/MSK campus liaison to closely track and monitor student grades, attendance, disciplinary referrals, and progress toward graduation.</p> <p>Conduct weekly Chapter meetings at each of the high school campuses.</p>
<b>3. Collaborate with District Administrators, departments, and campuses</b>	<p>Work with campus leadership and staff to communicate the program's focus, needs and expectations, data collection and measurable goals.</p> <p>Maintain strong administrative practices, including accounting records, logical coordination with Campuses and compliance with reporting requirements mandated by FWISD.</p>
<b>4. Academic Success</b>	Support improvement in student academic achievement and increase graduation success.
<b>5. Career Awareness</b>	Implement a career inventory assessment and develop career pathway profiles for each member.
<b>6. College Preparation</b>	Knowledge of college financial aid and application processes.
<b>7. Community Involvement</b>	Communicate and increase active participation with parents/guardians/community. In keeping with the ecological approach, the program depends on family participation for youth and family to find success.
<b>8. Leadership Development</b>	Encourage and develop participants to lead and become an important support system for each other

**9. Personal Growth**

Contextual study of the self and others utilizing various curriculums through exposure to a series of activities that promote healthy self-esteem, address social-emotional needs of students, identify scripted patterns of behavior, cultural awareness, development of critical thinking skills, communication, and organizational skills.

**10. Prepare all students for success in college and career**

Prepare and provide college entrance preparation and academic skill development for seniors.

**11. Establish activities that align across district lines.**

Provide basic curriculum components and activities to provide positive outcomes for students

**12. Explore information about history and culture of self and others**

Educate members of their history, background and culture and the influences it has on their life as a male of color.

## **MBK/MSK-Program Evaluation Plan**

Each of the aforementioned goals of the MBK/MSK program will be assessed through a systematic, ongoing process of gathering and interpreting evidence of student learning to determine if the program is meeting its learning goals and then using that information to improve the program.

## Expanding the MBK/MSK Program to Middle School and Elementary

The STEP Mentoring Program recognizes the importance of guiding boys and girls of color and providing them with opportunities that could propel them forward in life. With STEP's recent mentoring pilot with a middle school in the Fort Worth ISD School District, the data indicated positive outcomes for its members. The following plan was designed to create middle school pipelines that would prepare members for the transition to high school. The program will then train the high school students to mentor the elementary schools during their high school years in the MBK/MSK program.

### Phase I—MBK/MSK Middle School Awareness and Approval

- ▶ Identify key administrators at middle schools who have an interest in MBK/MSK.
- ▶ Obtain buy-in; begin to get included in meeting agendas.
- ▶ Update various key stakeholders and leadership.
- ▶ Approve budget proposal and implementation plan.

### Phase II—Communication Plan

- ▶ Draft a letter from the Executive Director to administrators, staff, and teachers.
- ▶ Publish articles for the district newsletter.
- ▶ Create e-mails and send them to the administrators, staff, and teachers periodically regarding the impact of MBK/MSK.

### Phase III—Recruitment Plan for Students and Liaisons

- ▶ During the 1<sup>st</sup> two weeks of school, set up a recruitment table in the cafeteria.
- ▶ Make a campus-wide presentation on the benefits of MBK/MSK, expectations of students, etc.
- ▶ Identify and interview campus liaisons.

### Phase IV—Program Orientation and Kickoff

- ▶ Orient students and liaisons on program initiative, expectations, and goals and objectives.
- ▶ Formal launch of program with students being assigned to mentor.



## Phase V— Program Evaluation

- ▶ Administer surveys to determine impact of MBK/MSK. Continuously monitor program and adjust as needed. Provide both a mid-year and end of year report.
- ▶ Communicate progress to campus leadership and district office.

## Cost of Services & Budget Narrative

The STEP Mentoring Program is proposing \$237,000 from Fort Worth Independent School District for the period of July 1, 2024– June 30, 2025, to lead the MBK/MSK Program. The amount equals to \$12,916.62 per School Chapter (16 Chapters at 12 High Schools).

## Personnel

**The Executive Director** will provide staff training, monitor project timeline and activities, and oversee budget expenditures and reporting. This individual will supervise the Program Coordinator and ensure integration of proposed activities into the continuum of services provided by the program staff. This individual's annual salary is \$55,000.00 and will be covered for the 12 months of the contract.

**Master Facilitator (4)** will spend 100% of their time supervising, training staff and visiting MBK chapters. This individual's annual salary is \$30,000.00 and will be covered for 9 months of the contract.

**Program Assistant** is a part-time position which will provide administrative support to the Executive Director. This individual's annual salary is \$31,666.00.

## Annual Events

**Texas Male Summit** – Annual trip for 10 MBK Youth - \$7,000.00

**Stole Ceremony** – Annual end of year celebration for Seniors in the program - \$10, 334.00

**Summer Camps** – Camps held in June and July \$13,000



**Note:** In the event that Middle Schools are interested in implementing an MBK/MSK Chapter on their campus, the cost will be \$12, 916,62 per school at the campus expense.

## Appendix A

### Action Plan

#### 1. Monitoring & Tracking Guidelines for MBK/MSK Facilitators

MBK/MSK members are mentored by MBK/MSK Facilitators and the MBK/MSK Facilitators remain as the mentoring source until members have graduated.

#### IMPLEMENTATION SCHEDULE/TIMETABLE

Task	Completion Date
Executive Director of Program assigns members to MBK/MSK Facilitators	A week before start of semester
MBK/MSK Facilitators meet with members at least 3 times during the semester (complete the academic progress report)	3 <sup>rd</sup> week of semester 9 <sup>th</sup> week of semester 15 <sup>th</sup> week of semester
1. To review first month progress 2. To conduct a mid-semester review 3. To review the progress of the semester & outline an end of year plan	

**Evaluation/Control:** Monitor and track the number of meetings

#### 2. Attendance Intervention

Attendance intervention is for students who are not attending class/school at an acceptable level. MBK/MSK members who have attendance issues must participate in a special attendance intervention program to help them address concerns that are impacting their academic performance, and to outline a plan to decrease the number of absences. In addition, students will be required to participate in a minimum of three Attendance Improvement Workshops.

### IMPLEMENTATION SCHEDULE/TIMETABLE

Task	Completion Date
Executive Director of Program meet with FWISD administrators to develop a process to get weekly attendance report of members	Before start of semester
Executive Director of Program provide MBK/MSK Facilitators with weekly attendance report of members	Every Friday after start of semester
MBK/MSK Facilitators and ISD counselors meet with students who have attendance issues to outline a plan for improvement	On a weekly basis beginning 3 <sup>rd</sup> week of semester
Executive Director of Program and MBK/MSK Facilitators conduct a minimum of three attendance workshops for members and parents during the semester	3 workshops during the semester beginning 4 <sup>th</sup> week of semester

**Evaluation/Control:** Monitor and track the number of days missed and workshop sign-in sheets

### 3. Behavior Intervention

Behavior intervention is for students who are having disciplinary problems at school. MBK/MSK members who have behavior issues must participate in a special behavior intervention program to help them address concerns that are impacting the learning environment, and to outline a plan to decrease the number of behavior incidents. In addition, students will be required to participate in a minimum of three Behavior Improvement Workshops.

#### IMPLEMENTATION SCHEDULE/TIMETABLE

Task	Completion Date
Executive Director of Program meet with FWISD administrators to develop a process to get weekly behavior report of members	Before start of semester
Executive Director of Program provide MBK/MSK Facilitators with weekly behavior report of members	Every Friday after start of semester
MBK/MSK Facilitators and ISD counselors meet with students who have behavior issues to outline a plan for improvement	On a weekly basis beginning 4 <sup>th</sup> week of semester
Executive Director of Program and MBK/MSK Facilitators conduct a minimum of three behavior workshops for members and parents during the semester	3 workshops during the semester beginning 4 <sup>th</sup> week of semester

**Evaluation/Control:** Monitor and track the number of behavior incidents and workshop sign-in sheets

#### 4. Community Involvement

MBK/MSK members will schedule at least 10 school and community outreach events to engage the community and garner support

IMPLEMENTATION SCHEDULE/TIMETABLE	
Task	Completion Date
Executive Director of Program and MBK/MSK Facilitators meet with members to develop a calendar of events	Before start of 3 <sup>rd</sup> week of semester
MBK/MSK Facilitators organize planning committees and assign members	Before start of 3 <sup>rd</sup> week of semester
MBK/MSK Facilitators develop assessment tools, surveys, sign-in sheets, etc. for each event	1 <sup>st</sup> week of semester
MBK/MSK members provide program consultants and MBK/MSK Facilitators with a completed. "Assigned Duties" form	Two weeks before the scheduled event
<b>Evaluation/Control:</b> Completion of the scheduled events and the number of MBK/MSK members present at each event	

## 5. Academics

IMPLEMENTATION SCHEDULE/TIMETABLE	
Task	Completion Date

MBK/MSK Facilitators meet with members to identify classes that members need help with and create an Individual Education Plan.	3 <sup>rd</sup> week of semester 9 <sup>th</sup> week of semester 15 <sup>th</sup> week of semester
Executive Director of Program and MBK/MSK Facilitators conduct a minimum of three academic workshops during the semester	3 workshops during the semester beginning. 4 <sup>th</sup> week of semester
MBK/MSK Facilitators evaluate members' GPA and those who did not improve will be required to list 3 tasks or behaviors to engage in that will increase their academic performance	End of semester
<b>Evaluation/Control:</b> Completion of Individual Education Plan and the number of MBK/MSK members' improvement in academic performance	

## 6. College & Career Pathway Development

### IMPLEMENTATION SCHEDULE/TIMETABLE

Task	Completion Date
MBK/MSK Facilitators meet with members to explain that knowing their strengths, values, personality, and skills will help decide which careers are a good fit	7 <sup>th</sup> week of semester

Executive Director of Program and MBK/MSK Facilitators conduct a workshop that uses the District's online career planning tool.	8 <sup>th</sup> week of semester
Executive Director of Program generates a college and career pathway profile for each student (a snapshot of their assessment results that are connected to pathways).	9 <sup>th</sup> week of semester
Executive Director of Program and MBK/MSK Facilitators develop intervention and engagement strategies based on students' interest	10 <sup>th</sup> week of semester until end of year
<b>Evaluation/Control:</b> Completion of assessments and the number of MBK/MSK members with profiles	



MY BROTHER'S KEEPER



MY SISTER'S KEEPER



## FW MBK/MSK End of Year Report

2023-2024

### Summary

The STEP My Brother's Keeper (MBK)/My Sister's Keeper (MSK) program is in its seventh year under the coordination of Strategies To Elevate People (S.T.E.P.). The 2023-2024 academic year concluded with a total of 19 chapters: 15 MBK high school chapters and 4 MSK High School Chapters.

The program used three goals to measure impact from Fall 2023 to Spring 2024

**1. Academic Success Goal** — By the end of the 24-25 course registration season, at least 36% of MBK/MSK members will be registered for an AP, On Ramps, or Dual Credit course. This aligns with overall district goals and would put MBK/MSK members on par with the general population and represents a 10.5% increase in enrollment in AP, OnRamps, or Dual Credit courses compared to MBK student participation in 22-23.

**2. School Attendance Goal** — By the end of the 23-24 school year, MBK/MSK members will have maintained an average daily attendance of at least 93%. This represents a 0.6% increase in comparison to the overall population in 22-23 and a 1.6% increase in comparison to MBK attendance in 22-23.

**3. Behavior Goal** — By the end of the year, no more than 12% of MBK students will receive OSS, OCI or DAEP as a disciplinary consequence. This represents a 2.8% reduction compared to the overall student population who received OSS, OCI, or DAEP as a consequence in 22-23 and a 0.7% reduction compared to MBK student referrals resulting in OSS, OCI or DAEP in 22-23.

The following is an overview of member demographics and data benchmarks.

## Section 1 – Demographics

TOTAL COUNT ENROLLED
311

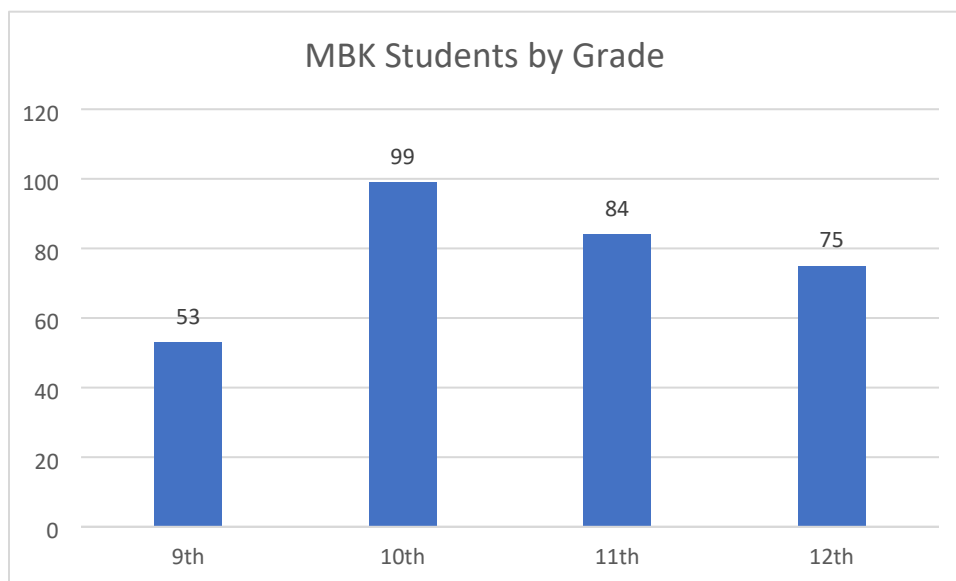
### Total Count by Gender

MBK	MSK
194	117

## 2023 -2024 Total Count by School

Campus	Count
AMON CARTER	18
ARLINGTON HEIGHTS	8
DIAMOND HILL-JARVIS	18
DUNBAR	28
EASTERN HILLS	23
IM TERRELL	12
NORTH SIDE	20
O.D. WYATT	16
PASCHAL	18
POLYTECHNIC	47
SOUTH HILLS	11
SOUTHWEST (MSK)	44
TCC SOUTH	11
TRIMBLE TECH	15
WESTERN HILLS	10
YMLA	12

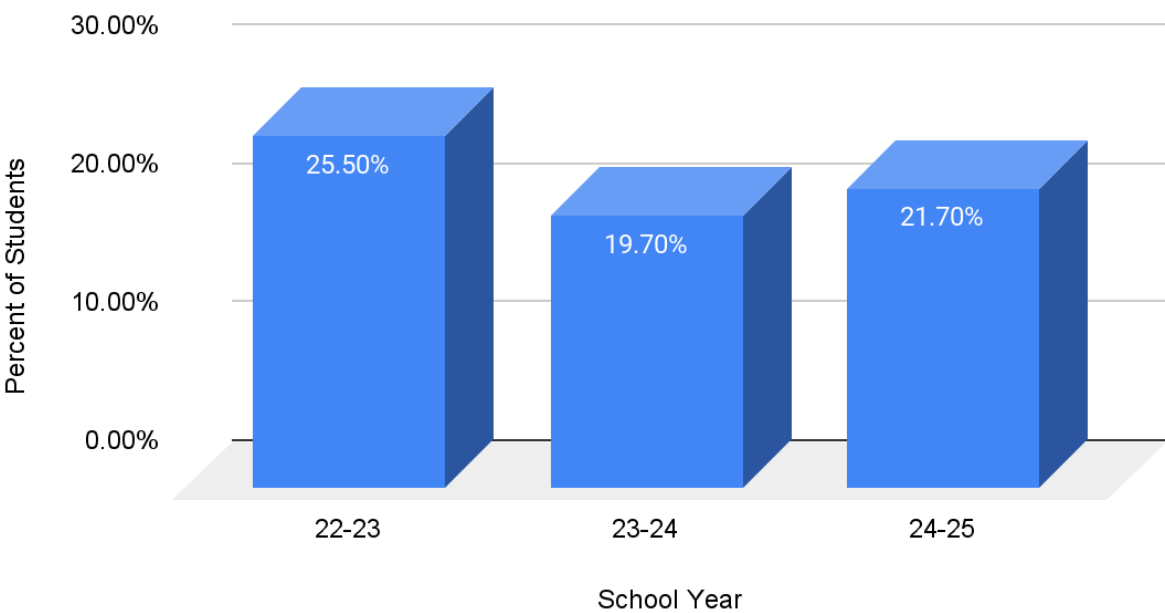
## 2023-2024 Total Count by Grade\*



### Section 2 – Academic Success in High School

**Academic Success Goal** – By the end of the 24-25 course registration season, at least 36% of MBK/MSK members will be registered for an AP, On Ramps, or Dual Credit course. This aligns with overall district goals and would put MBK/MSK members on par with the general population and represents a 10.5% increase in enrollment in AP, OnRamps, or Dual Credit courses compared to MBK student participation in 22-23.

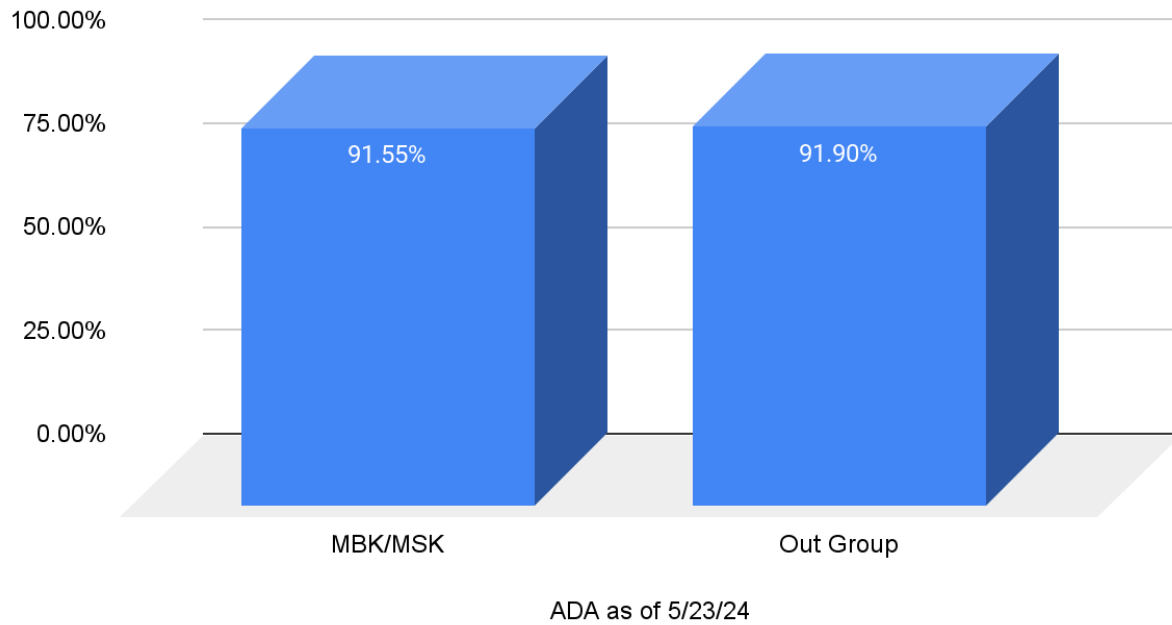
Percentage of MBK/MSK Students Enrolled in AP, On Ramps, and Dual Credit Courses (Summative)



**Section 3 – School Attendance**

**School Attendance Goal** – By the end of the 23-24 school year, MBK/MSK members will have maintained an average daily attendance of at least 93%. This represents a 0.6% increase in comparison to the overall population in 22-23 and a 1.6% increase in comparison to MBK attendance in 22-23.

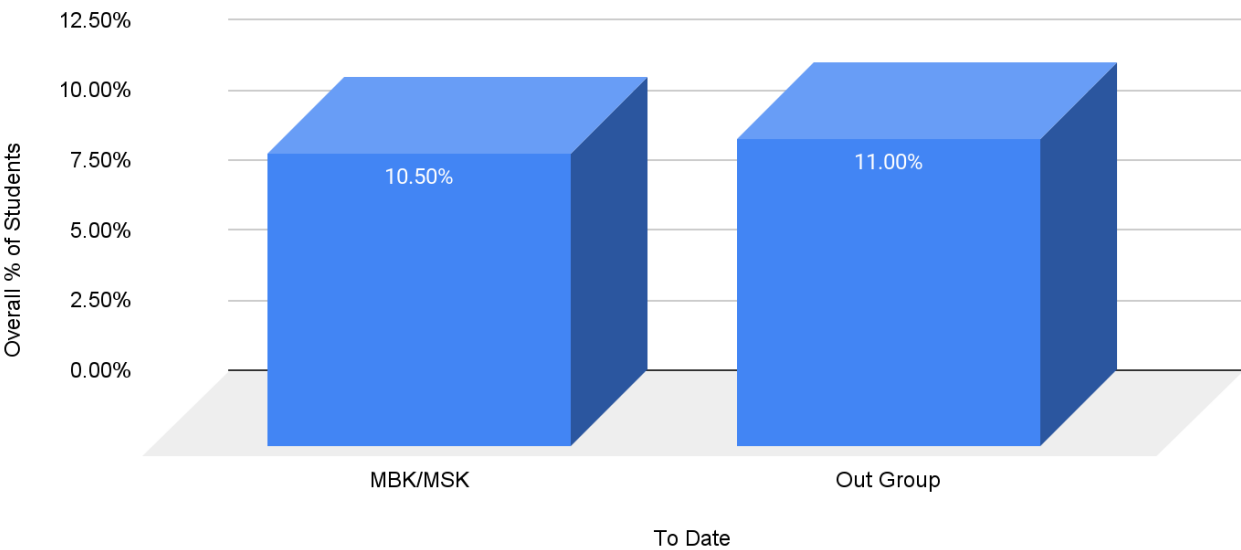
### MBK ADA 23-24SY



## Section 4 – Behavior

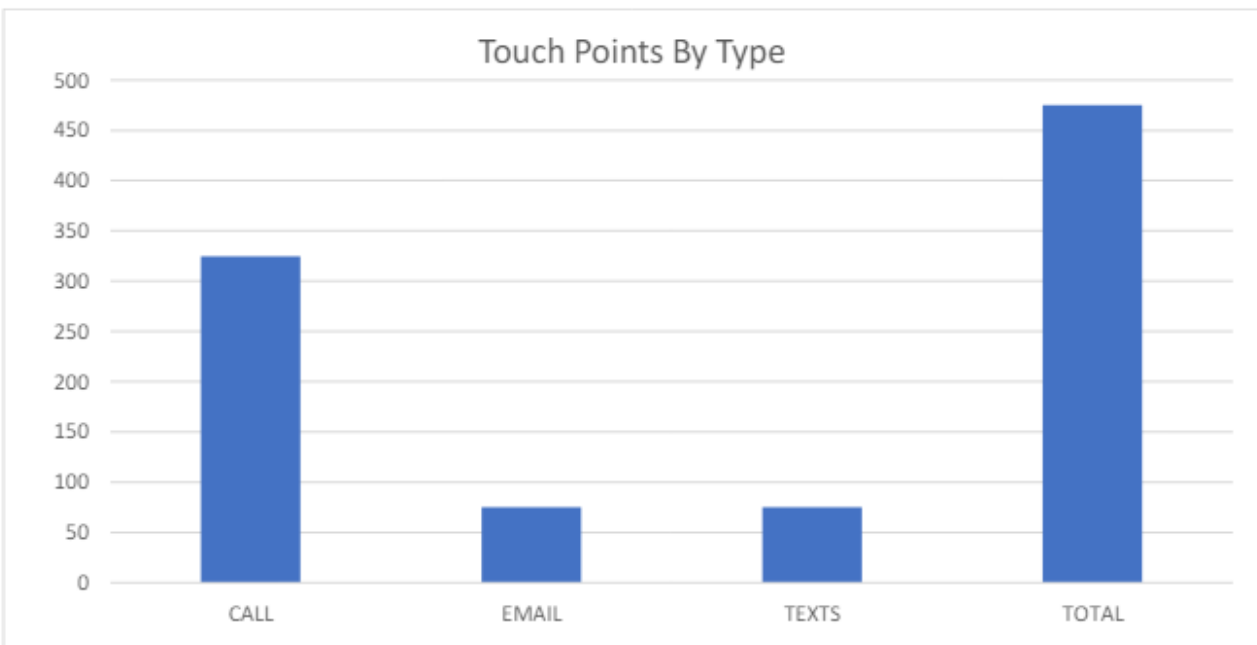
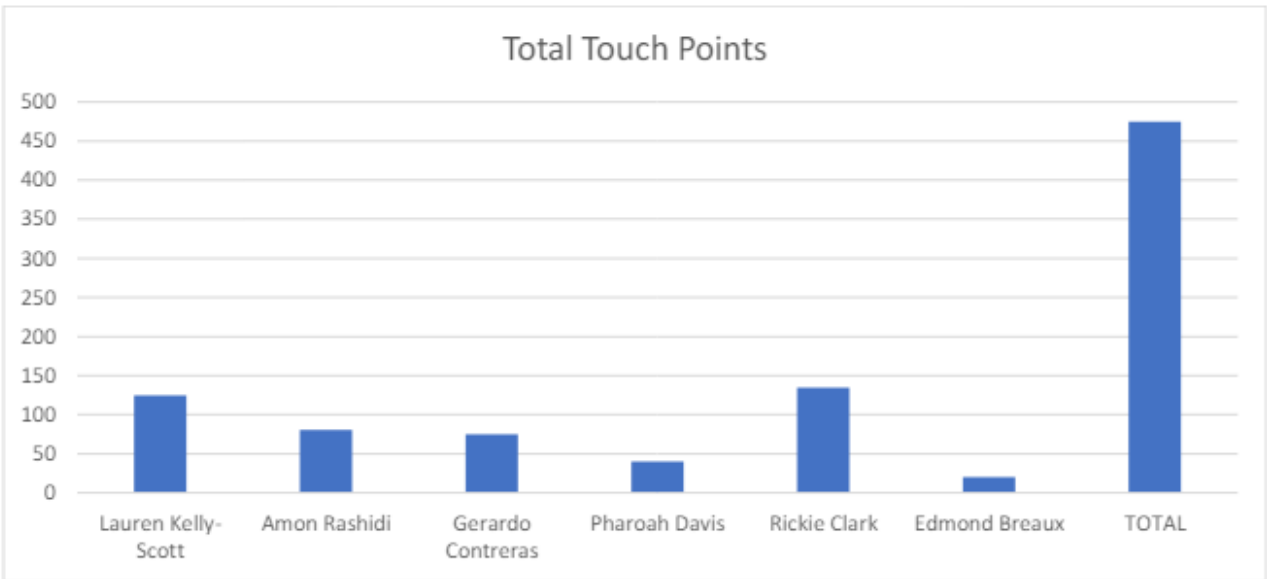
**Behavior Goal** – By the end of the year, no more than 12% of MBK students will receive OSS, OCI or DAEP as a disciplinary consequence. This represents a 2.8% reduction compared to the overall student population who received OSS, OCI, or DAEP as a consequence in 22-23 and a 0.7% reduction compared to MBK student referrals resulting in OSS, OCI or DAEP in 22-23.

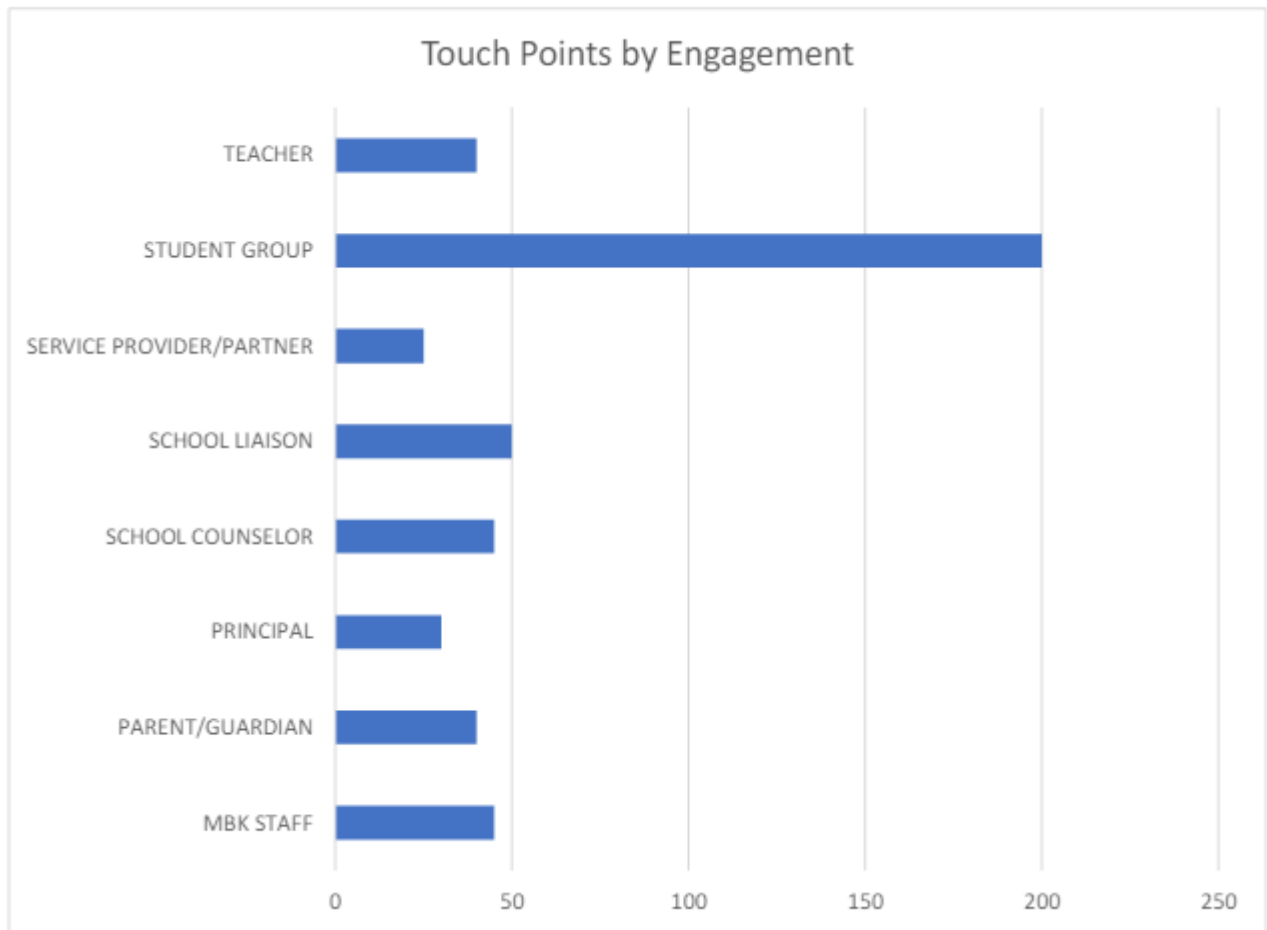
Percent of MBK/MSK Students with Referrals Resulting in OCI, OSS, DAEP



**Section 5 – MBK/MSK Touchpoints and Engagement**

STEP MBK/MSK program activities include touchpoints with MBK/MSK students and families in response to behavior or attendance issues and to provide additional support to meet their needs. We partnered with service providers and external partners to strengthen connections that will enhance support services (wraparound services) for students and families.







## HIGHLIGHTS

### **OCTOBER 2023**

MBK Participated in Dads @ Dunbar  
O.D. Wyatt and TCC youth attend American Airlines BPN Lunch & Learn Event  
Northside participated in exhibit at Amon Carter Museum  
MBK attends Literary Fest at Trinity River  
MBK attends Burgers and Books

### **NOVEMBER 2023**

MBK/MSK – Skate Party at the Skatium in Arlington

### **DECEMBER 2023**

Main Event – Bowling – Laser Tag – Video Games – Pool

### **JANUARY 2024**

MBK/MSK Leadership Breakfast Conference

### **FEBRUARY 2024**

Black History Programs at PolyTechnic, O.D. Wyatt and TCC  
Rickie Clark receiving Trail Blazer Award at Black Chamber of Commerce

### **MARCH 2024**

Painting of the Mural on Northside  
Trip to American Airlines  
Trip to TCU with Northside

### **APRIL 2024**

Senior Job Fair at O.D. Wyatt  
Attended Black Realtor Event Attended Empowering Voices For Change Conference  
Participated in Ujamaa Festival  
Boys get fitted for Suits at K&G  
Students attend Hip Hop Festival

### **MAY 2024**

Participated in drum circle at Carter Riverside  
Annual Stole Ceremony – Suited over 30 Seniors at the Annual Stole Ceremony  
Received Award from PolyTechnic High School for outstanding dedication and support to increase student success for the 2023-2024 School Year  
  
Two Students received \$500 scholarships from Tarrant County Black Realtors  
Highlighted in Paschal Newsletter  
Attended American Airlines lunch and learn where each youth received \$100

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN ESC REGION 11 AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR TEXAS INSTRUCTIONAL LEADERSHIP TRAINING, TARGETED IMPROVEMENT PLANS, AND EFFECTIVE SCHOOLS FRAMEWORK DIAGNOSTICS**

**BACKGROUND:**

Thirteen (13) federally-rated campuses were awarded the 2024-2026 Effective Schools Framework-Focus Support Grant (ESF-FSG) from the Texas Education Agency (TEA). In accordance with TEA's ESF-FSG Grant requirements, FWISD must select a vetted and approved vendor to support and deliver the Texas Instructional Leadership (TIL) scope of work for the two-year life of the grant. Region 11 is the District's vetted and approved vendor. The thirteen campuses will receive training and support over the course of the two-year grant cycle. The attached Memorandum of Understanding is to approve services for the first year of the grant for \$698,425,00. The payments are divided into two years because of Region 11's fiscal year starting September 1 through August 31.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Memorandum of Understanding between ESC Region 11 and the Fort Worth Independent School District.
2. Decline the Memorandum of Understanding between ESC Region 11 and the Fort Worth Independent School District
3. Remand to Staff for Further Study.

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Memorandum of Understanding between ESC Region 11 and the Fort Worth Independent School District.

**FUNDING SOURCE:**      **Additional Details**

Special Revenue                      211-23-6239-0LP-XXX

**COST:**

\$698,425

**VENDOR:**

ESC Region 11

**PURCHASING MECHANISM:**

Interlocal Agreement

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

<b>TIL Campuses &amp; CI Academy Campuses (13)</b>	
#001 Amon Carter-Riverside HS	
#002 Arlington Heights HS	
#005 Dunbar HS	
#014 Southwest HS	
#016 O. D. Wyatt HS	
#042 Daggett MS	
#062 International Newcomer Acad. M/H	
#105 West Handley ES	
#118 Hazel Harvey Peace ES	
#133 W. M. Green ES	
#165 R. J. Wilson ES	
#187 J. T. Stevens ES	
#206 Bill J. Elliott ES	

**RATIONALE:**

During the 2021-2022 and 2022-2023 school years, all ten (10) campuses within the Polytechnic Pyramid participated in Texas Instructional Leadership and Paul Bambrick-Santoyo's Leverage Leadership Lever training and implementation. As a result, nine (9) of these participating campuses earned double digit academic gains. The Fort Worth Independent School District elected to apply for twenty-nine (29) newly identified campuses (comprehensive, targeted, and additional targeted) to continue positive academic gains for campuses that are federally-rated by the Texas Education Agency (TEA). TEA selected to award all Thirteen (13) comprehensive campuses for the 2024-2026 Effective Schools Framework (ESF) focus support grant.

**INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Network 4



*Supporting stakeholders in preparing all learners for tomorrow's opportunities*

Clyde W. Steelman, Jr., Ed.D.  
Executive Director

**MEMORANDUM OF UNDERSTANDING (MOU)**  
BETWEEN EDUCATION SERVICE CENTER REGION 11

AND Fort Worth ISD

*(District or Entity Name)*

**THIS INTERLOCAL AGREEMENT** ("agreement") is entered into by and between the Education Service Center Region 11, ("ESC Region 11") and Fort Worth ISD (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties ("Effective Date").

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes governmental entities, including education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS**, the Parties wish to enter into this Agreement for the purpose outlined below and the parties agree to follow the agreed upon guidelines to provide the services in this agreement.

**WHEREAS**, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

**NOW THEREFORE**, the Parties to this agreement mutually agree to the following:

**AGREEMENT**

**1. DESCRIPTION OF SERVICE:**

TIL and ESF Diagnostic

## **2. PURPOSE / REASON:**

### **TIL:**

Texas Instructional Leadership is a cohort model for district and campus leadership teams. Cohort members engage in an intentional coaching model that provides the campus leadership teams and Principal Managers with research-based practices used to increase student achievement.

An ESC coach will support cohort teams throughout the year with professional learning, implementation support, and one-on-one coaching. All participants will focus on Observation and Feedback during year 1, and campus teams may select a lever to focus on year 2 from the selected suite offerings:

- o Data-Driven Instruction
- o Observation Feedback
- o Lesson Alignment/Formative Assessments, or
- o Schoolwide Culture Routines

### **TIL Campuses:**

ARLINGTON HEIGHTS H S  
BILL J ELLIOTT EL  
CARTER-RIVERSIDE H S  
DAGGETT MIDDLE  
DUNBAR H S  
HAZEL HARVEY PEACE EL  
INT'L NEWCOMER ACAD  
J T STEVENS EL  
O D WYATT H S  
RICHARD J WILSON EL  
SOUTHWEST H S  
W M GREEN EL  
WEST HANDLEY EL

### **TIL Notes:**

The total number of participants is 52.

Roles: 13 Principals, 13 Assistant Principals, and 25 additional leadership team members. (2 per campus)

Materials: 52 copies of Get Better Faster and 52 Observation and Feedback Spirals.

TIL Initial training dates: August 27 & 28, 2024 and Sept. 4 & 5, 2024

### **Additional Academic Review and ESF Diagnostic:**

The academic review will be used to measure the extent of a student's access to quality materials and inclusion of research-based instructional strategies, grade appropriateness, and alignment with the TEKS to enhance the evaluation of high-quality instructional materials.

The ESF Diagnostic process is a collaborative effort between the campus and district leadership team facilitated by a trained ESF Facilitator. The diagnostic process will require campus and district leadership to walk side-by-side through reflection and evidence collection activities that support the overall analysis of campus practices and determine district commitments. The results of an ESF Diagnostic provide a detailed final report that clearly outlines synthesized evidence collected from artifacts, observations, and focus groups, aligned specifically to the Effective Schools Framework. Through this process a campus can guarantee they are putting effort into the highest leverage action steps and narrow their focus to improve student outcomes. The final report will be left as a tool for the district and campus to use to refine their goals and action steps to locally improve student outcomes.

**Additional Academic Review and ESF Diagnostic Campuses:**

13 campuses to be determined.

**Additional Academic Review and ESF Diagnostic Notes:**

The additional Academic Reviews and ESF Diagnostics will occur in Spring 2025.

**3. DUTIES AND RESPONSIBILITIES**

**3.1 ESC REGION 11 Duties and Responsibilities:**

- During year 1 for ESF Focus Support 24-26 grant recipients, the TIL experience includes base level training, four customized training dates, and four coaching visits.
- The TIL experience for year 2 includes base level training, two customized trainings and 14 touchpoints (implementation support, and coaching).
- Provide annual ESF training
- Communicate with DCSI/Principal and build a trusting, supportive relationship
- Collaborate with the DCSI, principal, and principal supervisor to determine the highest leverage focus areas for campus improvement
- Develop a preliminary campus visit plan in coordination with the DCSI, principal, and principal supervisor.
- Understand the campus' performance relative to the practices described in the ESF by gathering and analyzing artifacts and campus data before and during the campus visit in coordination with the DCSI, principal, and principal supervisor.
- Create a final Diagnostic Report and review findings with the DCSI, Principal, and Principal supervisor.
- Submit the final Diagnostic Report to the TEA.

**3.2 Fort Worth ISD (entity name) Duties and Responsibilities:**

- Provide training and/or coaching dates and location
- Provide all necessary audio-visual equipment and support

- If involved in Academic Review and ESF Diagnostic, support the principal in submitting the Academic Review and ESF prework requirements, including campus, teacher, and student level data to the ESF Facilitator by assigned due date.
- DCSI, Principal, and Principal supervisor will attend and collaborate with the ESF Facilitator throughout the entire diagnostic process.
- Maintain an open, ongoing dialogue with ESF Facilitator regarding the ESF Diagnostic process efforts.
- Support the relationship between campus staff, district staff, and the ESF Facilitator.

#### 4. TERM OF AGREEMENT:

This agreement shall be effective as of the date of authorized signatures of both parties to:

August 27, 2024 - June 30, 2025 (list specific date range).

#### 5. TERMINATION:

Either party may terminate this agreement for any reason by providing the other party thirty (30) days prior written notice of the cancellation. The receiving party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

#### 6. AGREEMENT AMOUNT AND COMPENSATION:

For and in consideration of the services to be provided by ESC Region 11 under this Agreement, the above named entity will pay ESC Region 11 a total amount of:

\$698,425.00

Basis for allocation of total amount listed:

TIL Package Pricing:	\$251,225.00
Implementation Fee:	\$232,050.00
Costs for Additional Participants:	\$27,300
Book Fee:	INCLUDED
Additional Academic Review and ESF Diagnostic Total:	\$215,150.00
August 2024 Total:	\$27,300

**\*\*Please note: a rescheduled visit may be subject to a \$950.00 rescheduling fee\*\***



## 7. HEALTH AND SAFETY STANDARDS AND MODIFICATION OF THE AGREEMENT

Both parties agree to adhere to the minimum safety and health standards as defined by local, state, and federal government. In the event that COVID-19 social distancing, or other restrictions imposed to address health concerns, impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery or to a different time. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method.

Note: House Bill 462 (HB462, 83rd Regular Session, Tex. 2013) prohibits the adoption and/or use of the Common Standards at the state, regional, and local levels. The Contractor agrees to refer only to the Texas Standards and refrain from referencing or using material aligned with the Common Core Standards during presentation(s).

Note: The contractor acknowledges and agrees that all content to be delivered will adhere to Senate Bill 3 (SB3, 87th Second Called Session, Tex. 2021), which outlines instructional requirements and prohibitions for educators in Texas.

By signing this Agreement, both parties acknowledge they will actively abide by its terms.

Fort Worth ISD

Education Service Center Region 11

Jamekia Love Brown 07/03/2024  
Signature Date

Clyde W. Steelman, Jr. Date

Title: Associate Superintendent, Network 4

Title: Executive Director

*Authorized Representative of the Receiving Party shall sign this agreement and return to the ESC Region 11 contact listed below to be countersigned. You will receive one completed copy.*

ESC Region 11 Contact: Sara Suchoza Email: ssuchoza@esc11.net

Phone: 817-740-7626 (SS)

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC:     **APPROVE PURCHASE OF NONVIOLENT CRISIS INTERVENTION AND DE-ESCALATION TRAINING****

**BACKGROUND:**

Consistent with Texas Administrative Code §89.1053, the Fort Worth Independent School District is responsible for ensuring that a core team of personnel on each campus is trained in current professionally accepted practices and standards regarding behavior management and the use of restraint and time-out. The core team must include a campus administrator or designee, and any General or Special Education personnel likely to use restraint. Further, Texas Administrative Code §89.1053 requires that training on the use of restraint and/or timeout must include prevention and de-escalation techniques, positive behavioral supports, and provide for alternatives to the use of restraint.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training
2. Decline to Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Purchase of Nonviolent Crisis Intervention and De-Escalation Training

**FUNDING SOURCE:**        **Additional Details**

Special Revenue	224-11-6329-513
	224-11-6299-513
	224-11-6495-513

**COST:**

\$99,273

**VENDOR(S)/PROVIDER(S):**

Crisis Prevention Institute, Inc.

**PURCHASING MECHANISM:**

Competitive Solicitation  
RFP 21-083-C

The above solicitation/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District-Wide

**RATIONALE:**

This contract will provide the necessary training and resources for our district to train staff consistent with the tenants outlined within the Texas Administrative Code §89.1053 concerning procedures for the use of de-escalation strategies, positive behavior supports, restraint, and time-out. Further, purchases within the contract will expand the district's ability to provide training throughout the district to teachers and staff within both General Education and Special Education.

**INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4

Quote Is Valid For 60 Days From Date Of Quote

**Quote Eligible for Fort Worth Independent School District**

**BILL TO**  
Fort Worth ISD Accts Payable  
215 NE 14th St,  
Fort Worth, TX 76164, USA

**SHIP TO**  
Fort Worth ISD  
Attn: Nicole Stein  
215 NE 14th St,  
Forth Worth, TX 76164, US

**CONTACT US**  
Phone: 1.800.558.8976  
Email: [info@crisisprevention.com](mailto:info@crisisprevention.com)  
Federal ID#: 39-2012874

RFP #21-083-C

QUANTITY	PRODUCT	UNIT PRICE	EXTENDED PRICE
5.00	NCI ICP Blended Classroom Open 3e	\$4,499.00	\$22,495.00
1.00	APS ICP Blended Classroom Open 3e	\$5,849.00	\$5,849.00
2.00	APS Renewal Blended Classroom Open 3e	\$2,349.00	\$4,698.00
9.00	NCI Renewal Blended Classroom Open 3e	\$1,949.00	\$17,541.00
1,000.00	NCI Refresher Online Course & Workbook 3rd Ed	\$44.49	\$44,490.00
21.00	Annual Membership Fee	\$200.00	\$4,200.00

If you would like to order the merchandise quoted, please contact our office at 1.800.558.8976 and reference the Quote # shown at the top right.

Subtotal \$99,273.00  
Tax \$0.00  
Shipping

Where payments are made by the customer through a credit card for \$10,000 or greater, 2% of transactions will be charged towards credit card fees.

**Total \$99,273.00**

Tax exempt organizations, we must have your tax exempt certificate on file.

Cancellation and return policies can be found at:

<https://www.crisisprevention.com/Special-Pages/Important-Registration-Information>

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC:**        **APPROVE RATIFICATION FOR RENEWAL OF SEMPERIS ACTIVE DIRECTORY (AD) BACKUP SOFTWARE.**

**BACKGROUND:**

Semperis Active Directory Forest Recovery (ADFR) provides automated backup and restoration of Active Directory (AD) Forest. Renewal date from June 8, 2024 to June 7, 2025.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the renewal of Semperis Active Directory Forest Recovery (ADFR) software.
2. Decline to Approve the Renewal of Semperis Active Directory Forest Recovery (ADFR) software.
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Renewal of Semperis Active Directory Forest Recovery (ADFR) software.

**FUNDING SOURCE:**        **Additional Details**

General Fund                      199-53-6399-562

**COST:**

\$52,701.44

**VENDOR(S)/PROVIDER(S):**

Mobius Partners

**PURCHASING MECHANISM:**

Cooperative Agreement  
OMNIA EDU contract: R191902

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Wide

**RATIONALE:**

Semperis Active Directory Backup is robust, reliable, and feature-rich solution for protecting FWISD critical Active Directory infrastructure, ensuring data availability, integrity, and security.

**INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent, Operations

## 2024-2025 Semperis Renewal- ADFR

Prepared For:

**Fort Worth ISD**

7060 Camp Bowie Blvd  
Fort Worth, TX 76116

Prepared by:

**Mobius Partners (HQ)**

1711 Citadel Plaza  
San Antonio, Texas 78209

Quote #004221 v4

Date Issued:

**06.27.2024**

Expires:

**07.30.2024**

## Mobius Partners Account Executive

Doug Cagle

Sr. Account Executive

Dougc@mobiustrpartners.com

817.521.5506

## 2024-2025 Semperis Renewal- ADFR

Manufacturer Part Number	Product Description	Qty	Price	Ext. Price
OMNIA EDU contract: R191902				
SEMP-ADFR-07	Active Directory Forest Recovery (ADFR) 12 Month Term Semperis Inc. - SEMP-ADFR-07 Start Date: 06/08/2024 End Date: 06/07/2025	12608	\$4.18	\$52,701.44
SEMP-ADFR-07	Active Directory Forest Recovery (ADFR) 12 Month Term Semperis Inc. - SEMP-ADFR-07 Start Date: 06/08/2024 End Date: 06/07/2025	75385	\$0.00	\$0.00
			Subtotal:	<b>\$52,701.44</b>

Quote Summary	Amount
2024-2025 Semperis Renewal- ADFR	\$52,701.44
Total:	<b>\$52,701.44</b>

## Purchase Orders

Please send purchase orders to [ams@mobiustrpartners.com](mailto:ams@mobiustrpartners.com)

## Terms & Conditions

- Prices quoted are subject to change at any time without prior notice.
- Returns/RMAs are subject to a restocking fee, must be submitted within 45 days of receipt of merchandise, merchandise must be in the original unopened box and are subject approval.
- Support and Maintenance renewal discounts are subject to change.
- Order may be subject to additional state and local taxes.

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE RATIFICATION FOR PURCHASE OF ADDITIONAL  
DEVICE LICENSES FOR MOSYLE MOBILE DEVICE MANAGEMENT  
SOFTWARE.**

**BACKGROUND:**

Mosyle Mobile Device Management software enables centralized management of mobile devices, enforcement of policies, deploy applications, monitor device health, and provide an enhanced user experience for administrators and end-users. Renewal date from July 1, 2024 to June 30, 2025.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Ratification for Purchase of additional device licenses for Mosyle MDM
2. Decline to Approve the Ratification for Purchase for Mosyle MDM
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Ratification for Purchase of additional device licenses for Mosyle Mobile Device Management Software.

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-53-6399-562

**COST:**

\$118,503

**VENDOR(S)/PROVIDER(S):**

Apple Inc



**PURCHASING MECHANISM:**

Cooperative Agreement  
Choice Partners: Contract Number: 23/036SG-01

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Wide

**RATIONALE:**

This solution provides centralized management of mobile devices, enforcement of policies, deploy applications, monitor device health, and provide an enhanced user experience for administrators and end-users.

**INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent, District Operations



# Apple Inc. Education Price Quote

<b>Customer:</b> Neil Bolton FORT WORTH ISD ACCOUNTS PAYABLE Email: neil.bolton@fwisd.org	<b>Apple Inc:</b> Staci Barger Email: sbarger@apple.com	<b>Apple Quote:</b> 2212881815  <b>Quote Date:</b> July 02, 2024  <b>Quote Valid Until:</b> August 01, 2024
--	---	--

**Quote Comments:**  
Choice Partners contract # 23/036SG-01  
Please use Apple part number for each item and reference quote number on your order.  
  
License term July 1, 2024 – June 30,2025

Item #	Details	Qty	Unit List Price	Extended List Price
1	Mosyle Manager for iOS, macOS and tvOS Subscription License (1 year) Part Number: HM7A2LL/A	21546	\$5.50	\$118,503.00

Education List Price Total	\$118,503.00
Additional Tax	\$0.00
Estimated Tax	\$0.00
Total Tax	\$0.00
Extended Total Price*	\$118,503.00

*\*In most cases Extended Total Price does not include Sales Tax  
\*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary*

## Disclosure

This document has been created for you as Apple Quote ID 2212881815.

**Your institution's Authorized Purchaser may submit an order online at <https://ecommerce.apple.com>.** Go to the Quote area of your Apple Online Store, click on it and convert to an order.

- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

**This is a quote for the sale of products or services. Your use of this quote is subject to the following provisions which can change on subsequent quotes:**

- A. Any order that you place in response to this Quote will be governed by the purchase agreement between Apple Inc. ("Apple") and you or another entity under which you're authorized to purchase under, in effect at the time you place the order.
  - If you do not have a purchase agreement in effect with Apple, please contact [csteam.edu@apple.com](mailto:csteam.edu@apple.com).
- B. All sales are final. Please review Return Policy below if you have any questions. If you use your institution's Purchase Order form to place an order in response to this Quote, Apple rejects any Terms set out on the Purchase Order that are inconsistent with or in addition to the Terms of the governing purchase agreement between the parties.
- C. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)

**CONSENT AGENDA ITEM**

**BOARD MEETING**

**July 23, 2024**

**TOPIC:**      **APPROVE RENEWAL OF SUPPORT AND MAINTENANCE FOR  
NETWORK LOAD BALANCING EQUIPMENT**

**BACKGROUND:**

The solution provides distributed access assurance for network resources. This solution ensures that no single system bears too much demand so that authorized users are not waiting in queue to access district applications. In addition, the extended service agreement provides technical support for this hardware for planned maintenance, software upgrades, and assistance in resolving any issues. The service is for the following dates; 8/28/24-8/27/25.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Renewal of Support and Maintenance for Network Load Balancing Equipment
2. Decline to Approve Renewal of Support and Maintenance for Network Load Balancing Equipment
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve Renewal of Support and Maintenance for Network Load Balancing Equipment

**FUNDING SOURCE:**      **Additional Details**  
General Fund 199-53-6249-423

**COST:**

\$65,087.60

**VENDOR(S)/PROVIDER(S):**

Netsync

**PURCHASING MECHANISM:**

Cooperative Agreement  
DIR-CPO-4430

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District-Wide

**RATIONALE:**

Ensuring the District has high availability between two (2) data centers will improve operational effectiveness and efficiency.

**INFORMATION SOURCE:**

Ramesh Krishnamurthy, Chief Information Officer

Kellie Spencer, Deputy Superintendent



2500 West Loop South, Ste.  
410/510  
Houston, TX 77027 USA  
713.218.5000



AAAQ433334

Quote #:	AAAQ433334
Date:	06/11/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District laura.mathews@fwisd.org 817.814.3055	Quan Tran qtran@netsync.com 469-315-8505	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: [PO@netsync.com](mailto:PO@netsync.com)

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	65,087.60
8/29/2024-8/28/2025					
1.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3),SN:f5-ypyw-ghyq,Product:F5-BIG-BT-I5600 Duration: 1.00 Years	1	16,271.90	16,271.90
2.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3),SN:f5-qall-omvt,Product:F5-BIG-BT-I5600 Duration: 1.00 Years	1	16,271.90	16,271.90
3.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3),SN:f5-gdnp-hgnx,Product:F5-BIG-BT-I5600 Duration: 1.00 Years	1	16,271.90	16,271.90
4.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3),SN:f5-bmhk-brab,Product:F5-BIG-BT-I5600 Duration: 1.00 Years	1	16,271.90	16,271.90

Notes: 220059894-165321-01

2024 F5 Support Renewal
term date of 8/28/24 – 8/27/25
Netsync DIR-CPO-4430   DIR-CPO-4430

390

Total	65,087.60
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	65,087.60

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE AGREEMENT WITH UNIVERSITY UNITED METHODIST CHURCH FOR VISITOR PARKING FOR PASCHAL HIGH SCHOOL**

**BACKGROUND:**

On December 8, 2020, the Board approved a three year lease agreement with two one-year options to renew with University United Methodist Church to provide 32 parking spaces during the school hours of 7am to 4pm for students and staff at Paschal High School. Fort Worth ISD is requesting to increase the final term amendment from \$10,000 to \$12,000 due to higher maintenance costs.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Agreement with University United Methodist Church for Visitor Parking for Paschal High School
2. Decline to Approve Agreement with University United Methodist Church for Visitor Parking for Paschal High School
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Agreement with University United Methodist Church for Visitor Parking for Paschal High School

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-51-6266-456

**COST:**

\$50,000 (*Approved on December 8, 2020*)  
\$2,000 (*Additional Requested*)  
\$52,000 (*Grand Total*)

**VENDOR(S)/PROVIDER(S):**

University United Methodist Church

**PURCHASING MECHANISM:**

Not a Purchase

Real Estate

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Operations  
Paschal High School

**RATIONALE:**

Parking is needed to accommodate the needs of Paschal High School large student population and visitors.

**INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, District Operations



**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC: APPROVE MONTH-TO-MONTH PARKING LEASE AGREEMENT WITH 210 EAST 7<sup>TH</sup> STREET FOR YOUNG WOMEN’S LEADERSHIP ACADEMY**

**BACKGROUND:**

The Fort Worth Independent School District is looking to extend a month-to-month parking lease agreement for the property at 210 East 7th Street. This parking is for the staff, students, and visitors of the Young Women’s Leadership Academy. The proposed agreement is set to start in August 2024 and end in May 2025, aligning with the school year.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Month-to-Month Parking Lease Agreement with 210 East 7<sup>th</sup> Street for Young Women’s Leadership Academy
2. Decline to Approve Month-to-Month Parking Lease Agreement with 210 East 7<sup>th</sup> Street for Young Women’s Leadership Academy
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Month-to-Month Parking Lease Agreement with 210 East 7<sup>th</sup> Street for Young Women’s Leadership Academy

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
General Fund	199-51-6266-456

**COST:**

\$61,091

**VENDOR(S)/PROVIDER(S):**

210 E. 7<sup>th</sup> Street, LLC

**PURCHASING MECHANISM:**

Not a Purchase  
Real Estate

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Young Women's Leadership Academy  
District Operations

**RATIONALE:**

Leasing the parking space will accommodate students, staff, and visitors at the Young Women's Leadership Academy during the 2024-2025 fiscal year.

**INFORMATION SOURCE:**

Kellie J. Spencer, Deputy Superintendent, District Operations

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE BUDGETS AND TRANSFER OF FUNDS WITHIN THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

In alignment with the approval of the bond program in November of 2021 for capital improvement projects across the district, the following table reflects the budgets allocated for current projects.

<b>Org</b>	<b>School / Project</b>	<b>Budget</b>	<b>Transfer</b>	<b>Revised Budget</b>
021/194	Schools/Programs of Choice (Workforce Based & Daggett Montessori)	42,585,376	0	42,585,376
042	Daggett Middle School	34,535,227	0	34,535,227
044	JP Elder Middle School	51,019,173	0	51,019,173
045	Forest Oak Middle School	69,135,847	0	69,135,847
048	William James Middle School	52,981,019	0	52,981,019
049	Kirkpatrick Middle School	38,890,739	0	38,890,739
050	McLean Middle School	46,503,248	0	46,503,248
051	WA Meacham Middle School	51,443,509	0	51,443,509
052	Meadowbrook Middle School	48,454,422	0	48,454,422
053	William Monnig Middle School	45,172,104	0	45,172,104
054	Morningside Middle School	55,321,979	0	55,321,979
055	Applied Learning Academy	38,748,439	0	38,748,439
056	Riverside Middle School	48,339,877	0	48,339,877
057	Rosemont Middle School	69,833,185	0	69,833,185
058	WC Stripling Middle School	60,426,944	0	60,426,944
059	J Martin Jacquet Middle School	44,046,438	0	44,046,438
060	Wedgwood Middle School	61,694,266	0	61,694,266
061	Leonard Middle School	50,247,089	0	50,247,089
069	McLean 6th Grade	27,157,306	0	27,157,306
070	Jean McClung Middle School	28,749,082	(8,000,000)	20,749,082
081	Young Women's Leadership Academy	19,279,674	0	19,279,674
125	Eastern Hills Elementary School	67,238,659	0	67,238,659
147/999	Early Childhood Centers	6,823,014	(6,000,000)	823,014
160	Maudrie Walton Elementary School	58,738,659	0	58,738,659
184	Worth Heights Elementary School	44,238,660	0	44,238,660
256	Rolling Hills Elementary School	49,588,776	0	49,588,776
999	Building and Land Acquisition	9,081,885	0	9,081,885
	Administration Budget	10,917,043	0	10,917,043
999	Program Contingency	0	14,000,000	14,000,000
	Total	1,231,191,639	0	1,231,191,639
918	Bond Interest as of May 31, 2024	15,378,643	0	15,378,643
	Total 2021 Bond Budget Amount with interest as of May 31, 2024	1,246,570,282	0	1,246,570,282

As each project scope develops and savings are recognized, it is customary to transfer funds to contingency to accommodate program needs. This budget adjustment request is to transfer savings from projects to contingency to accommodate future program needs for 2021 Bond projects.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Budgets and Adjustments Transferring Funds from Project Savings to Program Contingency for future use on 2021 Bond projects in Conjunction with the 2021 Capital Improvement Program.
2. Decline to Approve the Budgets and Adjustments Transferring Funds from Project Savings to Program Contingency for future use on 2021 Bond projects in Conjunction with the 2021 Capital Improvement Program.
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Budgets and Adjustments Transferring Funds from Project Savings to Program Contingency for future 2021 Bond projects in Conjunction with the 2021 Capital Improvement Program.

**FUNDING SOURCE:**      **Additional Details**

CIP 2021	661-81-6629-000
----------	-----------------

**COST:**

The adjustment of the budget between all funding sources will be made as indicated in the table above.

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program

**RATIONALE:**

The intent of this board agenda item is to present to the Board of Education the transfer of funds from project savings to program contingency to accommodate future program needs for the 2021 Bond projects in Conjunction with the 2021 Capital Improvement Program.

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

**CONSENT AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE THE FORT WORTH ISD 5 YEAR STRATEGIC PLAN**

**BACKGROUND:**

Fort Worth ISD has spent the 2023-2024 school year developing a multi-year district plan that establishes strategic priorities aligned to the needs of our community. The plan development process included multiple opportunities for community input and feedback at community meetings, at focus and advisory group sessions, and with public surveys. The input and feedback from the community helped us to identify current challenges and opportunities in achieving our mission of preparing ALL students for success in college, career, and community leadership.

Analysis of community feedback, student outcomes, staff performance and operational efficiency was conducted to identify priorities and goals for the strategic plan that are aligned to District needs. Fort Worth ISD has many strengths and opportunities to shape the future for our students and community, including a variety of high-quality academic and enrichment programs, dedicated and talented staff at all levels of our organization, investment to upgrade our facilities, and a renewed commitment to listening and responding to the needs of our community. The strategic plan will guide District decision making to address challenges and take opportunities to improve the quality education for all Fort Worth ISD students and families.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Fort Worth ISD 5 Year Strategic Plan
2. Decline to Approve the Fort Worth ISD 5 Year Strategic Plan
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Fort Worth ISD 5 Year Strategic Plan

**FUNDING SOURCE:**        *Additional Details*

No cost

**COST:**

No cost

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not Applicable

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Fort Worth ISD

**RATIONALE:**

The strategic plan will provide a 5 year roadmap for implementing priorities, a mechanism for measuring progress, and a process for ongoing, two-way communication with our community. The strategic plan is data-driven and future focused. In partnership with our community, we recognized challenges and established this plan which builds coherence and momentum to achieve our goals and mission.

**INFORMATION SOURCE:**

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE PURCHASE OF SCHOOL SUPPLIES FOR ELEMENTARY SCHOOLS FOR THE 2024/2025 SCHOOL YEAR**

**BACKGROUND:**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act was enacted on March 27, 2020, and included Elementary and Secondary School Emergency Relief (ESSER) funds for K-12 Schools. The district will use these funds to purchase school supplies for all elementary students. This will ensure that every child, regardless of income level, will have immediate access to the tools needed for instruction.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve the purchase of school supplies for elementary students for the 2024/2025 school year.
2. Decline to Approve the purchase of school supplies for elementary schools for the 2024/2025 school year.
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the purchase of school supplies for elementary students for the 2024/2025 school year.

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
Special Revenue	282-11-6399-950

**COST:**

\$1,365,000

**VENDOR(S)/PROVIDER(S):**

Educational Products, Inc.

**PURCHASING MECHANISM:**

Competitive Solicitation

**Solicitation Statistics**

Solicitation Number: 25-007  
Number of Responses Received: 9  
HUB Firms: 3  
Compliant Responses: 8

The above solicitation has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

All Elementary Schools

**RATIONALE:**

Purchasing school supplies for all elementary students will reduce the impact of returning to school and promote an increase in student enrollment and participation.

**INFORMATION SOURCE:**

Christine Renteria, Interim Associate Superintendent, Learning and Leading Network #1



**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE ONRAMPS AGREEMENT FOR THE 2024 - 2025 SCHOOL YEAR**

**BACKGROUND:**

The University of Texas at Austin (UT at Austin), on behalf of the CCMR & Enrichment, and the Fort Worth Independent School District (Fort Worth ISD) will enter into this agreement to implement OnRamps to offer distance college courses through a dual-enrollment model including high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their school district and the opportunity to earn college credits from UT at Austin through a distance education course.

The first component of the agreement reflects the cooperative program agreement between UT OnRamps and Fort Worth ISD to enable students to enroll in dual enrollment courses. The second part of the agreement outlines the implementation of OnRamps dual-enrollment distance courses and shared program responsibilities between Fort Worth ISD and UT at Austin.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve OnRamps Agreement for the 2024 - 2025 School Year
2. Decline to Approve OnRamps Agreement for the 2024 - 2025 School Year
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve OnRamps Agreement for the 2024 - 2025 School Year

<b><u>FUNDING SOURCE:</u></b>	<b><u>Additional Details</u></b>
-------------------------------	----------------------------------

Special Revenue	289-11-6299-512-25F12
	289-13-6411-512-25F12
	289-11-6222-512-25F12

**COST:**

Not-to-Exceed - \$1,000,000

**VENDOR(S)/PROVIDER(S):**

University of Texas at Austin

**PURCHASING MECHANISM:**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through an Interlocal contract.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

CCMR & Enrichment  
Carter-Riverside High School  
Arlington Heights High School  
South Hills High School  
Diamond Hill-Jarvis High School  
Dunbar High School  
Eastern Hills High School  
North Side High School  
Polytechnic High School  
R.L. Paschal High School  
Trimble Tech High School  
Southwest High School  
Western Hills High School  
O.D. Wyatt High School  
Benbrook Middle/High School  
Young Women's Leadership Academy  
Young Men's Leadership Academy  
World Languages Institute  
I.M. Terrell Academy for STEM & VPA

**RATIONALE:**

The purpose of this agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school which leads to a post-secondary degree and/or certificate. This program is unique in that it allows Fort Worth ISD and UT at Austin to credential instructors after intensive training and preparation to deliver this instruction to our students.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Network 2



Estimate

ADDRESS  
Fort Worth ISD  
7060 Camp Bowie Blvd.  
Fort Worth, TX 76116

ESTIMATE # 1084  
DATE 06/18/2024

CONTACT  
Meghan Self

DATE	EVENT	DETAIL	QTY	RATE	AMOUNT
6/18/24	2024-2025 FAST Eligible Enrollment Estimate		1,873	165.00	309,045.00
6/18/24	2024-2025 Standard Fee Enrollment Estimate		521	165.00	85,965.00
6/18/24	Fall 2024 FAST Eligible Enrollment Estimate		1,167	165.00	192,555.00
6/18/24	Fall 2024 Standard Fee Enrollment Estimate		128	165.00	21,120.00
6/18/24	Spring 2025 FAST Eligible Enrollment Estimate		1,069	165.00	176,385.00
6/18/24	Spring 2025 Standard Fee Enrollment Estimate		106	165.00	17,490.00

This is an estimate for Fort Worth ISD for the 2024-2025 school year  
OnRamps Enrollments. This is only an estimate.

TOTAL

\$802,560.00

Accepted By

Accepted Date

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE COLLEGE ACCESS PARTNERSHIP TO INCREASE COLLEGE PERSISTENCE, WORKFORCE DEVELOPMENT, AND PARENT AND FAMILY ENGAGEMENT**

**BACKGROUND:**

This partnership will assist in meeting Fort Worth Independent School District (FWISD) College, Career, and Military Readiness (CCMR) metrics and prepare students for postsecondary persistence. Through this collaboration, students will be provided with a seamless sequence of steps to meet their post-secondary plan. The partnership commits to fully implement goals set by the Division of Learning and Leading and form a strong partnership through increasing parent and family engagement, improving college access for all students, developing college persistence, and increasing industry partnerships leading to workforce development for all Fort Worth ISD students.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement
2. Decline to Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve College Access Partnership to Increase College Persistence, Workforce Development, and Parent and Family Engagement

**FUNDING SOURCE:**        **Additional Details**

Special Revenue                      289-31-6299-512

**COST:**

\$1,458,750

**VENDOR(S)/PROVIDER(S):**

Tarrant To and Through Partnership

**PURCHASING MECHANISM:**

Competitive Solicitation  
RFP 23-129

**Solicitation Statistics**

Bid Number: 23-129  
Number of Bid/Proposals received: 4  
HUB Firms: 1  
Compliant Bids: 3

The above solicitation has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendor listed above has been selected to provide services as per the specifications of proposal.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Carter-Riverside High School  
Arlington Heights High School  
South Hills High School  
Diamond Hill-Jarvis High School  
P. L. Dunbar High School  
Eastern Hills High School  
North Side High School  
Polytechnic High School  
R. L. Paschal High School  
Trimble Tech High School  
Southwest High School  
Western Hills High School  
O.D. Wyatt High School  
Benbrook Middle/High School  
Young Men's Leadership Academy  
World Languages Institute  
I.M. Terrell Academy for STEM and VPA

**RATIONALE:**

The outcome goal of the partnership is to increase CCMR persistence to 60% while providing all FWISD 9th-12th grade students with an opportunity and access to CCMR resources. These opportunities will include but are not limited to financial aid (TASFA/FAFSA) application assistance, parent information nights, college applications completion, Texas Success Initiative information and benefits of Texas College Bridge, college visits/tours, post-secondary class enrollment, and financial aid award understanding. Total investment in student success related to this initiative is approximately \$2,917,500. FWISD contributes \$1,458,750 while the partner contributes \$1,458,750 to the initiative.

**INFORMATION SOURCE:**

Dr. Charles Garcia, Associate Superintendent, Learning and Leading Service Network 2

# **Master Agreement Between Fort Worth ISD and Tarrant To & Through Partnership**

This Master Agreement ("Agreement") is entered into by and between the Fort Worth Independent School District, a political subdivision of the state of Texas, and a legally constituted Independent School District with its principal place of business at 7060 Camp Bowie Boulevard, Fort Worth, TX 76116 ("District") and Tarrant To & Through Partnership, a 501(c)(3) organization with its principal place of business at 777 Taylor St., Suite 900, Fort Worth, TX, 76102 ("T3"). District and T3 shall be referred to herein collectively as the "Parties" or individually as "Party."

## **I. Statement of Purpose**

The Mission of the District is to prepare all students for success in college, career, and community leadership. The Tarrant To and Through Partnership (T3) works to ensure more District students obtain post-secondary credentials and that all students have the training and skills they need to thrive in today's workforce. The partnership between the District and T3 will rest on the following principles:

1. Build on impactful work already happening in Tarrant County;
2. Align existing community assets to maximize impact;
3. Learn from leading, effective practices across the country;
4. Focus on student experience; and
5. Develop a sustainable plan covering the first ten (10) years of the initiative.

T3 and District agree to the following intended outcomes for the Project:

1. Boost the number of District students graduating CCMR ready per TEA requirements (Accountability CCMR and Outcomes Bonus CCMR);
2. Boost the number of District students successfully earning a post-secondary credential within six (6) years of graduation;
3. Create an effective data platform to better track outcomes and provide support to students and families;
4. Engage the local business community in this effort; and
5. Boost the culture of post-secondary success in both schools and communities/families.

## **II. Agreements of the Parties**

### **A. Scope of Program:**

1. Both Parties acknowledge and understand that the scope of the program will be determined on an annual basis as the program is rolled out across District and Tarrant County. There are five (5) key areas of the program that the Parties will execute in collaboration:
  - a. Parent and Family Engagement
  - b. College Access
  - c. College Persistence
  - d. Workforce Development
  - e. Data and Technology
2. Both Parties acknowledge and agree that T3 will fundraise and provide backbone staff to support the overall effort, which is anticipated to include, but not limited to: Executive Director, Managing Director of Programs, Sr. Manager of Postsecondary Success, Sr. Manager of College Success, Managing Director of Workforce Development and Family Engagement, Sr. Manager of Family Engagement, Manager of Workforce Development and Director of Data/Technology.
3. Both Parties acknowledge and agree that the District shall be responsible for compliance with all requirements and obligations relating to the provision of educational services under local, state, or federal law. The District will also be responsible for all licensing.

## **B. Parent and Family Engagement**

1. *Purpose:* To ensure that families understand the key milestone decisions students must make along their grades 6-16 pathway to attain a postsecondary credential and secure a family-sustaining wage job upon completion of their degree or credential.
2. *Goal:* Increase the number of students enrolling in high school pathways (CTE, PTECH, ECHS, etc.) by providing targeted parent and family education opportunities to Middle School families through the Parent Alliance platform.
3. *Key Terms:*
  - a. T3
    - i. Build and execute a T3 Parent and Family Alliance campaign to provide families access to program supports and increase enrollment in ECHS, PTECH, CTE, and dual credit programs.
    - ii. Create and execute a parent learning series educating parents on high school options in the District while in middle school and support the transition to high school.
    - iii. Provide high-level case management to assist parents in selecting an endorsement that leads to completion of a credential of value and/or diploma in high school through access to an interactive web-based platform, community meetings and engagement, and curriculum. This support will align with key milestone decisions according to the District's timeline and connect parents and families with relevant resources at school or in the community.
    - iv. Provide access to the T3 Pathways to Careers Platform for all FWISD middle school and high school parents/families.
  - b. District
    - i. Collaborate with T3 to provide CCMR awareness and career planning support to middle schools.
    - ii. Collaborate with the launch of T3 Parent and Family Alliance programming through District-approved marketing, awareness, and communication with the District community.
    - iii. Integrate the T3 Pathways to Careers (P2C) Platform with the FWISD parent portal.
    - iv. Align enrollment in the P2C platform with 5th Grade course registration for middle school.
    - v. Provide opportunities for students to complete a post-secondary plan focusing on career and advanced academic high school courses.
    - vi. Facilitate with T3, parent and student workshops focusing on college and career readiness.
    - vii. Regularly monitor and disseminate student data related to CCMR and T3 partnership.
    - viii. Provide universal PSAT testing to all 8<sup>th</sup>-grade students.

## **C. College Access**

1. *Purpose:* To ensure that students enroll in postsecondary institutions that set them up for success in attaining a postsecondary credential and entering the workforce in their desired career.
2. *Goals to be established annually and mutually agreed upon in writing by District and T3:*
  - a. # of high school students completing a Postsecondary Success Plan
  - b. % of District Juniors and Seniors completing the T3 Partnership Pledge



- c. % of District Seniors applying to T3 Partner Institutions of Higher Education (IHEs)
  - d. % of District Seniors completing financial aid requirements at T3 Partner IHEs
  - e. # of District Seniors enrolling at T3 Partner IHEs
3. *Key Terms:*
- a. T3
    - i. Fundraise and manage the contract with TCU College Advising Corps. to provide "College and Career Advisors" at participating schools in accordance with the District Post-Secondary Plan.
    - ii. College and Career Advisors (TCU CAC/T3 Advisors) are defined as full-time support staff embedded in schools focused on helping students identify post-secondary options, the steps necessary to pursue those options, and direct assistance to students in taking those steps. Examples include PSAT, SAT/ACT prep work, FAFSA/TAFSA completion, college applications, and job shadow opportunities.
      - Advisors will be employed and report to T3 Partnership or the TCU College Advising Corps. and are not District employees.
      - The intent is for these T3 Advisors to supplement existing District staff focused on college and career counseling and create better student ratios to provide more meaningful, frequent, and productive interactions with students, leading to an increased number of students achieving post-secondary success
    - iii. The Advisors will be working with students grades 9-12 at a student to Adviser ratio of approximately 325:1 at the District high schools listed below. This ratio will be revisited at the annual time of this MOU renewal and amended as agreed to by both parties.
      - Arlington Heights
      - Benbrook
      - Carter-Riverside
      - Diamond Hill-Jarvis
      - Dunbar
      - Eastern Hills
      - North Side
      - OD Wyatt
      - Pascal
      - Polytechnic
      - South Hills
      - Southwest
      - Trimble Tech
      - Western Hills
      - Additional high school advising support and/or modifications to the existing ratios at current high schools to accommodate model expansion to additional high schools may be adjusted as agreed upon by both parties.
    - iv. Create and manage the "Student Pledge Campaign." The student pledge campaign will be an effort to encourage students to sign the pledge stating they will create a plan for post-secondary success, complete the FAFSA, graduate high school, and pursue their post-secondary plans. In exchange for this pledge, students meeting specific income thresholds will be eligible to receive a 2-year last-dollar scholarship and 4-year scholarship. This opportunity will be available to all FWISD High School students who graduate at the end of the school year and complete the T3 Pledge.

- v. Collaborate with District staff to create a T3 Summer Melt program aligned with the District's current efforts to support student enrollment in a postsecondary institution.
  - vi. Provide support and consultation for the District in implementing Postsecondary Success Plans for high school students.
  - vii. T3 commits to host monthly partnership meetings and build a data tracking protocol where the following will be reviewed: student progress on post- secondary success plans, T3 pledge completion, and steps students must take toward college enrollment at aT3 partner institutions.
  - viii. T3 commits to collaborate with TCU College Advising Corps and Fort Worth ISD to provide ongoing professional development, at least quarterly, to Fort Worth ISD staff members, including CCMR Advisors, on implementation of the T3 program model and college access, i.e., college applications and financial aid.
  - ix. Provide assurance that all employees of T3 and the Advising Corps who have contact with students have passed a criminal history background check current within the last year.
  - x. Align advising and case management to CCMR Outcomes through a student cohort model.
  - xi. Participate in CCMR and Counseling meetings to discuss student progress and support.
  - xii. Engage FWISD Counseling and CCMR staff in ongoing T3 P2C platform development to best support the mutual goals of the partnership.
  - xiii.
- b. District
- i. Fund 50% of advisor salary and benefits costs for T3 and TCU CAC Contracted Advising and Go Center staff at FWISD High Schools.
  - ii. Total salary and benefits costs for 55 FTEs is \$2,917,500.
  - iii. District agrees to contribute \$1,450,000, representing 49.7% of the advisors' salary and benefits costs.
  - iv. The total cost by the District under this Agreement **will not exceed \$1,450,000.**
  - v. District has the option to utilize the Salesforce CCMR case management platform by leveraging funding from the Rainwater Charitable Foundation (RFC), if possible. Should the District elect to exercise this option, the RCF will cover the costs of implementation through T3. Billing and procurement for licenses not supplied by RFC will be at an additional cost and will be procured separately from this agreement in accordance with District policies and procedures.
  - vi. The program goals are aligned with increasing the number of FWISD High School students who meet the Texas Education Agency House Bill 3 (HB3) CCMR Bonus Criteria which qualifies the district to receive up to a maximum of approximately \$19,803,000 for the entire District.
  - vii. District and T3 agree that the distribution of those funds will be used to directly supplement and enhance the existing District CCMR and T3 Initiatives at T3- supported high schools and that the contribution by the District to support the financial sustainability of this program will increase from the current 50% contribution as HB3 funds increase. The percentage contribution will be determined at the annual MOU renewal.
  - viii. Commits to integrating Postsecondary Success Planning into milestones for high school students and creating quarterly reports on progress toward

- milestones.
- ix. Create and implement a post-secondary success plan for each participating school in partnership with T3 which includes but is not limited to the following:
    - A detailed student management plan that defines how each student will be served in terms of college and career counseling and support broken down by grade, student performance, and schedule for the year. The goal of this plan is to ensure that each student has the support needed to create and achieve their individual pathway to post-secondary success.
    - An implementation plan for how the T3-funded Advisors will be integrated into the larger school framework in terms of working with existing staff and resources.
    - This plan will set key metrics and goals for each campus.
  - x. Provide mutually agreed upon space for the Advisors at participating schools. This space will be defined in the campus post-secondary success plan and must be adequate to fully support the college and career Advisors at the stipulated ratios. At its discretion, the District will provide additional dedicated office space, technology, furniture, fixtures, equipment, and supplies to support these positions.
  - xi. Provide universal PSAT, ACT, SAT, and TSI testing.
  - xii. Provide universal remediation math and English courses for students who have not passed TSI.
  - xiii. Fort Worth ISD agrees to collaborate with T3 and TCU College Advising Corps on ongoing professional development and to ensure all district CCMR Advisors attend professional development
  - xiv. Coordinate with District staff and T3 Advisors to support 10-11 graders at the high schools listed above to complete individual Postsecondary Success Plans by ensuring that advisers have access to student schedules to coordinate student support.
  - xv. Advise and consult where appropriate on district middle school CCMR initiatives.
  - xvi. District staff will support T3 efforts to recruit students to take the Pledge by leveraging the District communications department and integrating T3 updates into internal and external events.
  - xvii. Create a framework of collaboration between T3 staff, College Advising Corps, District and FWISD High School counseling, and CCMR staff.
  - xviii. Support the creation of intentional cohorts of students for each TCU and T3 advisor to support the completion of CCMR outcomes leading to increased drawdown of HB3 Outcomes Bonus funds.
  - xix. Commits to fully engaging with T3 leadership and supporting all T3 program models and student supports both by the District administrations and the campus staff.

#### **D. College Persistence – T3 and District**

1. *Purpose:* To ensure District students who take the T3 Pledge and enroll in a T3 Partner IHE graduate and enter a meaningful career aligned to their desired path
2. *Goal to be established annually and mutually agreed upon in writing by District and T3:*
  - a. % of T3 Pledged students who enroll in a T3 Partner IHE graduating with a

certificate or a degree.

3. *Key Terms:*

a. T3

- i. All parties understand that all District students graduating from FWISD High Schools who meet the income and pledge requirements will be eligible to receive the T3 Last Dollar Scholarship to Tarleton State University, Texas Christian University, Texas Wesleyan University, Texas Woman's University, the University of Texas – Fort Worth, the University of North Texas at Denton, University of North Texas at Dallas.

1. Scholarships are funded with institutional aid and each has its own deadlines and income requirements

- ii. Fundraise and coordinate two (2) year scholarships for all District students graduating from FWISD High Schools to attend Tarrant County College. This opportunity will be made available to all FWISD High School graduates who meet the following eligibility requirements:

1. Students must graduate from FWISD High Schools and enroll in TCC in the Fall immediately after graduating.
  2. Students must complete a FAFSA or TAFSA at a T3 Partner IHE.
  3. Students must meet the income threshold requirements where their family income is below \$120,000.
  4. Students must have completed and fulfilled the T3 Pledge form.

b. District

- i. Monitors persistence data through National Student Clearinghouse and T3 data sharing agreements with partner institutions of higher education to formulate action plans as needed for campus and district improvement plans.
- ii. Provides T3 with disaggregated NSC report to complete outcomes reporting.
- iii. Collaborates with T3 to build and execute a college enrollment program to prevent summer melt.

**E. Workforce Development – T3 and District**

1. *Purpose:* To provide students the experiences, relationships, network, and skills needed to enter the workforce at a family-sustaining wage after attaining a postsecondary credential
2. *Goals to be established annually and mutually agreed upon by District and T3:*
  - a. # of District students with T3 Connect accounts.
  - b. # of District students connected with T3 Mentors.
  - c. # of District students who graduate high school with a degree/certification entering the workforce at a livable wage.

3. *Key Terms:*

a. T3

- i. Fundraise and manage a Workforce Development program focused on building students' career interests and networks in possible career fields.
- ii. Fundraise and manage platforms that support credentialed high school students who wish to enter the workforce and secure jobs after graduation.
- iii. Support student access to family-sustaining wages jobs through the T3 Pathways to Careers Platform.
- iv. Provide access to durable skills curriculum through the P2C platform for students considering internships, apprenticeships or planning to enter the workforce immediately upon high school graduation.
- v. Staff Career Advisors to support students in the completion of degree and

- vi. industry-based certifications in preparation of workforce entry.
    - vi. Create and manage a community volunteer program for students in accordance with pledge requirements.
  - b. District
    - i. Collaborate with T3 to implement a workforce development program that leverages industry partners, mentors, and community organizations.
    - ii. Co-create a district strategy to ensure that all students enrolled in pathway programs engage in an industry partnership.
    - iii. Facilitate annual meetings with industry partners, T3, and the District.
    - iv. Facilitate connections and relationships with local District partners to support broadening the network of Corporations and small businesses aligned with this effort.
    - v. Provide timely student data at the start of each quarter, mapping individual endorsement and designation pathways.

## **F. Data and Technology – T3 and District**

1. *Purpose:* Create a data system that supports monitoring District students across key milestones from grades 6 through attaining a postsecondary credential, allowing District and T3 to support individual students, as well as make key programmatic decisions for our partnership.
2. *Goal:* Integrate District’s CCMR Case Management Platform (Salesforce) with T3’s Scholar Case Management Platform
3. *Key Terms:*
  - a. T3
    - i. Fundraise and secure data platforms to provide usable information to educators, students, and families. This platform is anticipated to provide a tracking system where all parties know exactly where they stand in terms of following their post-secondary success plan, and a messaging platform to communicate directly with students and families. Provide technical assistance to District users of the platform.
    - ii. Provide data analytics to understand and act upon program outcomes.
  - b. District
    - i. Share data according to the attached Data Sharing Agreement - **Exhibit A**.
    - ii. Provide relevant T3 staff members access to District dashboards and CCMR tracking.
    - iii. Grant T3 (Managers and Advisors) and TCU College Advising Corps access to relevant data as outlined by the District’s Data Sharing Agreement with T3.
    - iv. Provide Advisers with access to 3<sup>rd</sup> party systems to support CCMR outcomes (ApplyTX counselor suite, Xello, Collegeboard Counselor Access, etc.).

## **III. Management Committee and Advisory Council**

### **A. Purpose/Role**

To facilitate communication and collaboration between District and T3 related to the Project and to ensure meeting the collective goals of District and T3, the Parties will create a Management Committee.

## **B. Composition**

The Management Committee will be comprised of three (3) representatives from the District and three (3) representatives from T3. The Management Committee will develop a detailed action plan for project activities and will meet at least quarterly to review project progress through the plan. The Management Committee will act as the implementation support team and will review formative evaluation data, problem-solve implementation difficulties, and monitor expenditures of funds.

## **C. Meetings**

By July 1<sup>st</sup> of each calendar year, the Management Committee will agree upon a schedule of meetings, which shall occur at least quarterly. The purpose of these meetings will be to support the effective management of the Project and to identify reports and a reporting schedule on student achievement, attendance, and behavior factors of students within the Project. The Management Committee will further propose dates for a monthly financial report for Management Committee meetings. Prior to implementation of the Project, the reporting schedules and information to be included in the reports must be approved by the Superintendent.

## **D. Annual Review of the MOU**

As part of supporting the effective management of the Project, the Management Committee will review the programs of the Project to determine ongoing needs and potential changes to enhance the work being done through the T3 Initiative. Based on its ongoing review of the Project, the Management Committee will develop a set of recommendations for the upcoming school year related to any scope and programming changes. All new proposals and amendments to existing proposals and programs in the Project proposed by the Management Committee must be agreed to by both parties in writing no later than March 10<sup>th</sup> of the calendar year. The Parties acknowledge that any changes involving staffing must be submitted to the District by March 10th annually in order for the District to ensure compliance with Chapter 21 of the Texas Education Code.

## **IV. INDEMNIFICATION**

- A. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, T3 MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS DISTRICT, ITS TRUSTEES, OFFICERS, DIRECTORS, OFFICIALS, CONTRACTORS, VOLUNTEERS, EMPLOYEES, SUCCESSORS, AND ASSIGNEES, (COLLECTIVELY, "THE INDEMNIFIED PARTIES") OF, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, PENALTIES, AND EXPENSES, INCLUDING ATTORNEY FEES AND COURT COSTS, OF ANY NATURE, KIND, OR DESCRIPTION OF ANY PERSON OR ENTITY, TO THE EXTENT DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY, OR RESULTING FROM ANY NEGLIGENT, WRONGFUL OR TORTIOUS ACT OR OMISSION OF T3, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY T3 OR ANYONE THAT T3 CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").
- B. T3 MUST PROTECT AND INDEMNIFY THE DISTRICT FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS, AND LOSSES, ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY T3, OR BY DISTRICT AT THE DIRECTION OF T3, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF



SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, DISTRICT MUST PROMPTLY NOTIFY T3 AND T3 MUST BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. T3 DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF DISTRICT'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, DISTRICT AGREES TO COOPERATE REASONABLY WITH T3 AND PARTIES MUST BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

- C. It is understood and agreed that this provision is subject to, and expressly limited by, the terms and conditions of the Texas Civ. Prac. & Rem. Code Ann. §§ 130.001—131.005, as amended. This section must survive the termination of the Agreement.
- D. T3 understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

## V. Insurance

- A. At all times during the Term, T3 must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the District, the following types of insurance:

- i. Commercial General Liability Insurance: T3 must maintain throughout the term of this Contract Commercial General Liability Insurance for bodily injury and property damage arising from T3's services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured. The policy must also be written as a primary policy which does not contribute to any policies which may be carried by the District, and must contain a provision that the District, although named as an insured, will nevertheless be entitled to recover under said policy for any loss occasioned to it, its trustees, employees, agents, and representatives, by reason of the negligence of T3, its employees, agents, representatives of T3. Coverage must include Sexual Abuse and Molestation Coverage with limits NOT LESS THAN \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate.

Class C Risk—jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00.

Bodily Injury	\$500,000.00 combined single limits
Property Damage	\$1,000,000.00 aggregate

Class D Risk—large construction or service contracts above \$3,000,000.00.

Bodily Injury	\$1,000,000.00 combined single limits
Property Damage	\$2,000,000.00 aggregate

- ii. Automobile Liability Insurance: T3 must maintain in force throughout the term of this Contract, comprehensive Automobile Liability Insurance covering T3 and the District against all claims for injuries to members of the public and damage to the property of others arising from the use of motor vehicles, and must cover the operation of all motor vehicles, whether they are owned, non-owned, or hired. The liability coverage must not be less than \$1,000,000.00 combined single limit.

- iii. Workers' Compensation/Employers' Liability: T3 shall carry Workers' Compensation/Employers' Liability Insurance in amounts sufficient to meet the requirements of the State of Texas, without restrictive endorsements. In addition to coverage for the Texas Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. Self-insurance is not acceptable.
  - iv. Professional Liability Insurance: The Professional Liability Insurance provided by T3 must conform to the following requirements:
    - T3's Professional Liability Insurance must be in a form acceptable to the District and must cover those sources of liability typically insured by a Professional Liability Insurance, arising out of the rendering or failure to render professional services in the performance of this Agreement, including all provisions of indemnification which are part of this Agreement.
    - If on a claims-made basis, T3 must maintain without interruption, the Professional Liability Insurance until three (3) years after the termination of this Agreement.
    - The minimum limits to be maintained by T3 are, as follows:
 

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00 the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,000.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.
  - v. Umbrella Insurance Policy: T3 must maintain throughout the term of this Contract an Umbrella Liability Policy to provide additional commercial general liability, automobile liability, and professional liability limits for services to be performed pursuant to this Contract on an occurrence basis with coverage based on the classes of risk as outlined below. The insurance policy must name the District as an additional insured.
 

Class C Risk—for jobs with moderate hazards and moderate size from \$25,000.00 to \$3,000,000.00, the minimum limits must be \$1,000,000.00 per claim/annual aggregate.

Class D Risk—for large construction or service contracts above \$3,000,001.00, the minimum limits must be \$2,000,000.00 per claim/annual aggregate.
- B. Each insurance policy evidencing the insurance required hereunder must bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the District and its students by reason of any payment under such policy and must provide that such insurance carriers must notify the District in writing at least thirty (30) days prior to any cancellation (except for non-payment, in which case the notice shall be ten (10) days), termination, non-renewal or modification to the T3's Policy(ies) required under this Agreement.
- C. Upon District's request, T3 must furnish the District with certificates of insurance evidencing T3's insurance coverage is consistent with the terms of this Agreement. T3 must renew or replace Certificates of Insurance no less than thirty (30) days prior to cancellation, termination, or modification. Failure to obtain the necessary coverage must be a material breach of this agreement and the District may terminate this agreement without further liability to T3.



Additionally, T3 must be liable to the District for any and all damages incurred due to the T3's failure to perform the agreement terms. T3 must name the District as an additional insured.

## **VI. Miscellaneous**

### **A. Revenue**

Any revenue generated from the Project such as for Average Daily Attendance shall be the sole property of the District.

### **B. Staff Evaluation**

Any District staff funded by T3 shall be evaluated as per the stipulations of State law and District policies. Notwithstanding anything in a grant agreement to the contrary, all current and future positions related to this Agreement will be graded in accordance with the applicable positions in the District Compensation Manual.

### **C. Term**

This Agreement shall be in effect from the date of ratification by the District Board of Education and the approval of T3 until July 31, 2025 or until its amendment or termination by either Party as stipulated in this Agreement. On an annual basis, this Agreement may be renewed in writing by each party for up to three (3) additional one- year terms. The Renewal must include updates as to which schools will be supported by the T3 efforts, revisions to outcomes measurements, and changes to the District funding contribution percentage.

### **D. Sovereign Immunity**

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas or of the staff or employees of District.

### **E. Applicable Law**

This Agreement shall be governed by the laws of the State of Texas.

### **F. Dispute Resolution**

An authorized executive-level agent of T3 and the Superintendent, or his or her designee, shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the Project prior to seeking any type of legal remedy. In the event a resolution cannot be reached within thirty (30) days, both parties shall have the right to pursue all available legal remedies.

### **G. Assignment**

This Agreement may not be assigned by either Party without the prior written consent of the other Party; provided, however, District may assign any obligations of this Agreement related to grant submission and receipt and holding of grant dollars to the Fort Worth ISD Education Foundation.

### **H. Amendments**

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties. Any change to this Agreement must be in writing and signed by both Parties. An amendment shall be required whenever the term of this Agreement is extended or reduced without

terminating the Agreement.

#### **I. Termination or Option to Individually Opt Out of Project Participation**

Either Party may terminate this Agreement by giving the other Party at least thirty (30) calendar days' advance written notice. If the termination is to take effect during the current academic year, the Party initiating the termination shall be required to provide funding for all positions provided for under this Agreement as part of the Project pursuant to Chapter 21 of the Texas Education Code for the remainder of the academic year.

To the extent that a programmatic termination for the following academic year affects positions subject to Chapter 21 of the Texas Education Code, notice must be provided by March 10 in any given year and the Party responsible for funding the positions will be required to continue funding during the remainder of the current school year.

#### **J. No Joint Venture**

The Parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between T3 and the District. The Parties further understand and agree that nothing herein shall be interpreted as precluding either Party from entering into agreements similar to this Agreement with third parties or from conducting educational, research, or other activities that may involve the same or similar subject matter as this Agreement, the conduct of which is outside and independent of this Agreement. No Party shall have the right to commit the other Party to any contractual, legal, or financial liability, unless said Party has received the prior agreement from the other Party in writing. Nothing in this Agreement shall constitute a partnership or joint venture between the Parties, nor authorize either Party to incur any liability on behalf of the other.

#### **K. Severability**

If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.

#### **L. Headings**

The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

#### **M. Waiver**

None of the provisions of this Agreement shall be considered waived by any Party unless such waiver is given in writing to the other Party. The failure of a Party to insist upon strict performance of any of the terms and conditions hereof, or failure to delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party.

#### **N. Trademarks/Logos**

Neither Party shall use the other Party's name, trademarks, or other logos, or the names of any individuals involved in the Agreement in any publication or public presentation without the prior written consent of such other Party.

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and T3 signify that each Party understands and will comply with the conditions stated above.

**O. Prohibition On Contracts With Companies Boycotting Certain Energy Companies.**

If T3 is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, T3 verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not and will not boycott energy companies now or at any time during the term of the Agreement. This verification is not required for an agreement where a governmental entity determines that these requirements are inconsistent with the governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds.

**P. Prohibition On Contracts With Companies That Discriminate Against Firearm And Ammunition Industries.**

If T3 is a company with 10 or more full-time employees and if this Agreement has a value of at least \$100,000 or more, T3 verifies by submitting its proposal that, pursuant to Texas Government Code Chapter 2274, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.

**Q. Notice.**

All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To District:	Fort Worth Independent School District
Name of District Contact:	Lisa Castillo
Address:	1050 Bridgewood Drive Fort Worth, TX 76112

With Copies to:	Fort Worth Independent School District Office of Legal Services Attn: Chief Legal Counsel 7060 Camp Bowie Blvd. Fort Worth, TX 76116
-----------------	--

To T3:	
Name:	Name
Name of T3 Contact:	Natalie Williams, Executive Director
Address:	300 Trinity Campus Circle, Suite TRTR 2305 Fort Worth, TX 76102
Email:	Nwilliams@t3partnership.org

#### **R. Boycott Israel.**

Pursuant to Texas Government Code § 2271.002, to the extent that T3 and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, T3 and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.

#### **S. Anti-Terrorism.**

Pursuant to Texas Government Code § 2252.152, the District is prohibited from contracting with terrorist organizations as identified on a list published and maintained by the Texas Comptroller of Public Accounts. By signing this Agreement, T3 affirms it does not support any of the listed terrorist organizations at the time of signing and agrees not to support any of the listed terrorist organizations at any time during the Agreement's term.

#### **T. Retention of Contracting Information.**

Pursuant to District Board Policy CHE(LEGAL), the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and T3 agrees that the Agreement may be terminated if T3 knowingly or intentionally fails to comply with a requirement of that subchapter.

#### **U. Governing Law and Venue.**

This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. The Parties here agree that venue must be in Tarrant County, Texas.

#### **V. Criminal Background Check**

- i. T3 must conduct a criminal background check of its employees and volunteers, and, upon receipt of those checks, certify to the District that no employee or volunteer of T3 working with the students of the District has a conviction for a felony, a crime against people, an offense that poses a risk to children, a job-related crime, repeated arrests, or any other criminal activity judged by the District to be inappropriate for someone working with its students. T3 must supply the District with a list of names of those employees or volunteers who are cleared to work with students of the District. The cost of the criminal background check will be borne by T3. If T3 is the person,

- owner, or operator, of the business entity, that individual may not self-certify regarding the criminal history record information and its review and must submit original evidence acceptable to the District with this Agreement showing compliance.
- ii. T3 must certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained regarding all employees and volunteers working with students of the District. T3 must immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from District property or other locations where students are regularly present. District must be the final judge of what constitutes a “location where students are regularly present.” A photographic identification badge, issued by a District approved third party company at T3’s expense, must identify T3’s employees, agents, and subcontractors. The third-party company must verify the criminal record history information and may be used to verify compliance with the federal Drug Free Workplace Act of 1988 or its successor, and the federal Education Department General Administrative Regulations, current edition, in its testing and review process. T3’s violation of any portion of this section constitutes a breach of contract.
  - iii. T3 agrees that its employees and volunteers will not work with the District’s students prior to the receipt of acceptable results of the employees’ or volunteers’ criminal background check.
  - iv. T3 must give notice to the District prior to performing services under this Contract if T3 or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction. The District may terminate this Contract if the District determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This Section does not apply to a publicly held corporation.

[Signature Page Follows]

RA  
7/10/24

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Dr. Angélica Ramsey

Title: **Superintendent**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dr. Camille Rodriguez

Title: **Board President - Fort Worth ISD Board of Trustees**

Date: \_\_\_\_\_

**TARRANT TO & THROUGH PARTNERSHIP**

By: Natalie Y. Williams

Name: Natalie Young Williams

Title: **Executive Director**

Date: 7.2.24

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE THE 2024-2025 STUDENT CODE OF CONDUCT**

**BACKGROUND:**

Chapter 37.001 of the Texas Education Code mandates that each school district shall, with the advice of a district-level committee, adopt a Student Code of Conduct. It also states that the Student Code of Conduct shall stand as an authoritative document on its own and with Board adoption has the force of local policy. The content of the Student Code of Conduct is required by law and communicates to students, parents, school staff, and the community exactly what is expected of students and how misconduct will be handled.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve the 2024-2025 Student Code of Conduct
2. Decline to Approve the 2024-2025 Student Code of Conduct
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the 2024-2025 Student Code of Conduct

**FUNDING SOURCE:**        **Additional Details**

No Cost

**COST:**

No Cost

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not a Purchase

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Wide  
Student Discipline and Placement

**RATIONALE:**

The Student Code of Conduct is a mandated document under the Texas Education Code Chapter 37.001

**INFORMATION SOURCE:**

Dr. Tamekia L. Brown, Associate Superintendent, Leading and Learning Service Network 4





# FORT WORTH ISD STUDENT CODE OF CONDUCT

2024-2025 | [www.fwisd.org/conduct](http://www.fwisd.org/conduct)

The Fort Worth ISD Student Code of Conduct, approved by the Board of Education, provides information and direction to students and parents regarding expectations of behavior and consequences for code violations. Parents and students are encouraged to read and regularly review the Code to ensure a safe and productive school year.

**Fort Worth**  
INDEPENDENT SCHOOL DISTRICT

Dear Parent/Guardian:

Welcome to the 2024-2025 school year! I am thrilled to kick off another exciting year in the Fort Worth Independent School District, and I hope you and your child are eager for the journey ahead.

This year's Student Code of Conduct outlines our high expectations for all Fort Worth ISD students. The Board of Education has set these standards so that our schools remain safe places for teaching and learning.

The 2024-2025 Student Code of Conduct contains important information about expected behavior and the consequences of misconduct. While individual schools may have their own handbooks, they will align with this Student Code of Conduct, reinforcing district policy and state law. If you have any questions about student conduct requirements or disciplinary measures, please don't hesitate to reach out to your child's campus administrator.

As part of your child's digital enrollment packet, you'll find an option to acknowledge receipt of the Student Code of Conduct electronically. It's important that you 1) sign and submit the acknowledgement form and 2) access the Student Code of Conduct. You can obtain an electronic copy by visiting the Fort Worth ISD website at: [www.fwisd.org/conduct](http://www.fwisd.org/conduct). Alternatively, you can pick up a paper copy from the administrative office at your child's school.

I trust that you will find the information in the Student Code of Conduct valuable. We encourage you to review it carefully and discuss its contents with your child.

Thank you for your support of the Fort Worth ISD and for embracing our high academic and behavioral expectations for students. Here's to a year filled with positivity and productivity!

Sincerely,



**Angélica M. Ramsey, Ed.D.**

Superintendent of Schools

# Fort Worth ISD Board of Education

**Dr. Camille Rodriguez**

District 1

*President*

**Tobi Jackson**

District 2

**Quinton “Q” Phillips**

District 3

**Wallace Bridges**

District 4

**Kevin Lynch**

District 5

**Anne Darr**

District 6

*1st Vice President*

**Dr. Michael Ryan**

District 7

**Anael Luebanos**

District 8

**Roxanne Martinez**

District 9

*Board Secretary*

*2nd Vice President*

## Superintendent

**Dr. Angélica M. Ramsey**

## Mission

Preparing ***all*** students for success in college, career, and community leadership.

**Fort Worth Independent School District**

7060 Camp Bowie Boulevard | Fort Worth, Texas 76116

817.814.2000 | [www.fwisd.org](http://www.fwisd.org)



# Table of Contents

<b>General Overview</b>	<b>8</b>
<b>Purpose</b>	<b>8</b>
Fort Worth ISD Board of Education	8
<b>Additional Rules</b>	<b>8</b>
Unauthorized Persons	8
<b>General Standards of Student Conduct</b>	<b>8</b>
<b>Notice of Disciplinary Action</b>	<b>9</b>
<b>Non-Discrimination</b>	<b>9</b>
Commitment to Equity	10
<b>Discipline of Students with Special Needs</b>	<b>10</b>
Students with Disabilities (Board Policy FOF)	10
Not a Manifestation	10
Special Circumstances	10
Student Not Yet Identified	11
District Knowledge	11
Exception	11
<b>Discipline Appeals</b>	<b>11</b>
<b>Effect of Student Withdrawal</b>	<b>12</b>
<b>Scope of the District's Disciplinary Authority</b>	<b>13</b>
<b>General Authority</b>	<b>13</b>
<b>Searches</b>	<b>13</b>
<b>Criminal Conduct</b>	<b>14</b>
<b>Discipline Considerations &amp; Techniques</b>	<b>15</b>
<b>Discipline Considerations</b>	<b>15</b>
Mitigating Factors	15
Threat Assessment and Safe and Supportive School Team	15
Security Personnel/School Resource Officers (SRO)	16
<b>Discipline Management Techniques</b>	<b>16</b>
Physical Restraint	17
Prohibited Aversive Techniques	18
<b>General Types of Prohibited Conduct</b>	<b>19</b>
<b>Misconduct Involving Others</b>	<b>19</b>
School-Related (Level I)	19
<b>Possessing, Using, Giving, Selling, Buying, or Offering to Sell or Buy Prohibited Items</b>	<b>20</b>

Misuse of Property _____	21
Safety / Disruption _____	21
Technology _____	22
Failure to Follow Rules _____	22
Other Misconduct _____	23
<b>Removal from District Transportation _____</b>	<b>24</b>
Reasons for Removal _____	24
Transportation _____	24
Procedure for Removal _____	24
<b>Removal from Classroom by Teacher _____</b>	<b>25</b>
Ordinary Teacher Removal _____	25
Formal Teacher Removal _____	25
Chapter 37.002 - Texas Education Code _____	25
Placement Review Committee _____	25
Placement During Removal _____	26
Procedures for Teacher Removal _____	26
Return to the Classroom _____	26
<b>In-School Suspension (ISS) _____</b>	<b>27</b>
Reasons for ISS _____	27
Procedure for ISS _____	27
<b>Out-of-School Suspension (OSS) _____</b>	<b>28</b>
Reasons for OSS _____	28
Mitigating Factors _____	28
Procedure for OSS _____	29
Assignments During ISS and OSS _____	30
<b>On-Campus Intervention Program (OCI) _____</b>	<b>31</b>
Grade Level and Other Restrictions for Assigning OSS _____	31
<b>Disciplinary Alternative Education Program (DAEP) _____</b>	<b>32</b>
Reasons for Mandatory DAEP Placement _____	32
School-Related (Level II) _____	32
Regardless of Location _____	32
Off-Campus _____	33
Reasons for Discretionary DAEP Placement _____	33
Mitigating Factors _____	33
School-Related (Level II) _____	33
Off-Campus _____	34

Regardless of Location _____	34
<b>Procedure for DAEP Placement _____</b>	<b>34</b>
Central Office Conference Procedures _____	34
Record _____	35
Diversory Referral Program _____	35
DAEP Placement Order _____	35
<b>Length of DAEP _____</b>	<b>36</b>
Merit Program _____	36
<b>Particular Rules for Registered Sex Offenders _____</b>	<b>37</b>
Placement _____	37
Length of Placement _____	37
Transfers _____	37
Periodic Review for Registered Sex Offenders _____	37
Appeals for Registered Sex Offenders _____	37
<b>Other DAEP Issues _____</b>	<b>38</b>
Grade Levels _____	38
No Participation in Activities While in DAEP _____	38
Impact on Graduation _____	38
Transportation _____	38
Periodic Review _____	38
Coursework Opportunity _____	38
Transition from DAEP _____	39
Transition Plan _____	39
Effect of Student Withdrawal _____	39
Student Transfers _____	39
Summer School _____	39
Summer Activities _____	40
Criminal Proceedings _____	40
<b>Expulsion _____</b>	<b>41</b>
<b>Reasons for Mandatory Expulsion _____</b>	<b>41</b>
School-Related (Level III) _____	41
Regardless of Location _____	41
<b>Reasons for Discretionary Expulsion _____</b>	<b>42</b>
While in DAEP _____	42
School-Related _____	42
Three Hundred Feet _____	42
Regardless of Location _____	43

Title 5 Felonies Regardless of Location _____	43
<b>Procedure for Expulsion _____</b>	<b>44</b>
Central Office Hearing _____	44
Hearing Rules and Procedures _____	44
Record _____	45
Interim Placement _____	45
Expulsion Order _____	45
<b>Length of Expulsion _____</b>	<b>45</b>
<b>Other Expulsion Issues _____</b>	<b>46</b>
Academic Impact _____	46
Participation in Activities _____	46
Age Restrictions _____	46
Effect of Student Withdrawal _____	46
Student Transfers _____	46
Expulsion Appeals _____	47
Searches, Board Policy FNF Legal _____	47
Desks and Lockers _____	47
Vehicles _____	47
Electronic Storage _____	48
Metal Detectors _____	48
Photographic/Video/Audio _____	48
General Security - Acceptable Use Policy _____	49
Acceptable Use of Assets _____	49
Noncompliance _____	49
Notice of Non-Disclosure _____	49
For Other Complaints and Concerns _____	50
<b>Definitions _____</b>	<b>51</b>
<b>Acknowledgment Form _____</b>	<b>59</b>

# General Overview

## Purpose

---

### Fort Worth ISD Board of Education

The Board of Trustees adopted this Student Code of Conduct (SCC) to promote a safe, secure, and optimal learning environment for all students. Inside you will find information regarding:

- The District-wide discipline management plan,
- A description of prohibited conduct,
- The disciplinary options, methods, and consequences for preventing and addressing student misconduct, and
- The process the District will follow when administering disciplinary consequences.

If there is a conflict between the SCC and the Student Handbook, the terms of the SCC will control. If there is a conflict between the SCC and local District policy, the more recently adopted item will control.

## Additional Rules

---

Students may be subject to campus, classroom, transportation, extracurricular, and/or organization rules in addition to those found in the SCC. Students may face consequences under these additional rules as well as possible disciplinary action under the SCC. Further, to the extent a student engages in misconduct that is not specifically addressed in the SCC, the student may still be disciplined if the misconduct threatens students or staff or disrupts or interferes with the educational process, learning environment, or school safety.

### Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or remove a person from district property if:

- 1) The person poses a substantial risk of harm to any person; or
- 2) The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

## General Standards of Student Conduct

---

In order to promote a positive educational experience for all students, the District expects students to adhere to eight basic standards of conduct:

- 1) exercise self-control, self-respect, and self-discipline,
- 2) demonstrate a positive attitude,
- 3) respect the rights and feelings of others,
- 4) respect school property and the property of others,
- 5) support the learning process,
- 6) adhere to rules,
- 7) promote a safe environment that does not threaten school safety, and



- 8) Students are not allowed on other Fort Worth ISD campuses during the school day, except with permissions from school personnel.

Because of significant variations in student conduct, it is not always possible for the SCC to address each and every act of student misbehavior. To that end, the District retains discretion to address student misconduct that is inconsistent with these eight standards even though the conduct may not be specifically included in the SCC.

As required by law, TEC 37.0012, a campus behavior coordinator (Principal) has the discretion to apply school-based discipline for specific violations or refer the matter to the Student Discipline and Placement department for review. Student Discipline and Placement supports campuses in interpreting and applying the FWISD Student Code of Conduct. District Hearing Officers help determine the least restrictive options for students requiring alternative placement. In addition, they offer a Diversionary Referral Program that some students may be eligible to participate in, in lieu of a level II DAEP. The hearing officer will determine eligibility for the Diversionary Referral Program. The department provides regular data reports to campuses on their disciplinary practices in the interest of decreasing suspensions and expulsions and improving the instructional continuity for students facing disciplinary action. The sequence of disciplinary action begins with the minimum disciplinary action and may progress to the more serious disciplinary consequences established in this code. The campus behavior coordinators and hearing officers will consider mitigating factors prior to determining student consequences for mandatory and discretionary incidents. The disciplinary action will draw on the professional judgment of teachers, principals, or designee and on a range of disciplinary management techniques, including restorative discipline practices. The consequence decision will be based on these factors, as well as the specific circumstances unique to the situation and the individual student involved.

## Notice of Disciplinary Action

---

The campus behavior coordinator shall promptly notify the student's parent or guardian by phone or in person of any violation that may result in:

- In-school suspension
- Out-of-school suspension
- DAEP placement
- JJAEP placement
- Expulsion
- The student is taken into custody by law enforcement

The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort must be made to provide written notice to the parent of the disciplinary action applied to the student the same day the action is applied. If a parent or guardian has not been reached by phone or in person by 5pm of the first business day after the day the disciplinary action is taken, the campus behavior coordinator shall mail a written notice of the action to the parent or guardian at the parent's or guardian's last known address by U.S. Mail.

## Non-Discrimination

---

The District does not discriminate against students on the basis of race, sex, national origin, disability, religion, age, color, or ethnicity when enforcing the provisions of the SCC.

## Commitment to Equity

District students deserve a safe and respectful learning environment in which all students shall receive an education that maximizes their potential for success in college, a career, and community leadership. The District shall focus on improving its practices in order to ensure equity in education. The District recognizes that major historical and societal factors in our nation impact the inequity that exists within public schools. Purposeful action can be taken to identify, acknowledge, and overcome racial and ethnic disparities between students. The responsibility for addressing these disparities among students rests with the adults, not with the students. Board Policy AE (Local).

This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Patricia Sutton, Director of Special Programs.

## Discipline of Students with Special Needs

---

### Students with Disabilities (Board Policy FOF)

The placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal (ARD) committee. Any disciplinary action regarding the student shall be determined in accordance with federal law and regulations. Education Code 37.004. The methods adopted in the Student Code of Conduct for discipline management and for preventing and intervening in student discipline problems must provide that a student who receives special education services may not be disciplined for bullying, cyberbullying, harassment, or making hit lists until an ARD committee meeting has been held to review the conduct. Education Code 37.001(b-1)

### Not a Manifestation

If the determination is that the student's behavior was not a manifestation of the student's disability, school personnel may apply the relevant disciplinary procedures to the student in the same manner and for the same duration as for students without disabilities. The ARD committee shall determine the interim alternative educational setting.

### Special Circumstances

School district personnel may remove a student to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

- 1) Carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of TEA or the District; or
- 2) Knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function under the jurisdiction of TEA or the District;
- 3) Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of TEA or the District.

This Code of Conduct applies to all students. However, when enforcing its Code of Conduct, the District will comply with federal and state laws pertaining to students with disabilities. For more information about those specific procedures, please contact Patricia Sutton, Director of Special Programs.

## Student Not Yet Identified

A student who has not been determined to be eligible for special education, 504, or related services and who has engaged in behavior that violated a code of student conduct may assert any of the protections provided for in IDEA if the District had knowledge that the student had a disability before the behavior that precipitated that disciplinary action occurred.

## District Knowledge

The District shall be deemed to have knowledge that a student has a disability if, before the behavior that precipitated the disciplinary action occurred:

- 1) The parent of the student expressed concern in writing to supervisory or administrative personnel of the District, or to the teacher of the student, that the student needed special education and related services.
- 2) The parent requested an evaluation of the student for special education and related services; or
- 3) The student's teacher, or other District personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the special education director or to other supervisory personnel of the District.

## Exception

The District shall not be deemed to have knowledge that the student had a disability if:

- 1) The parent has not allowed an evaluation of the student.
- 2) The parent has refused services; or
- 3) The student has been evaluated and it was determined that the student did not have a disability.

If the District does not have knowledge (as described above), the student may face the same disciplinary measures applied to students without disabilities who engaged in comparable behaviors. However, if a request is made for an evaluation during the time period in which the student is subjected to disciplinary measures, the evaluation shall be conducted in an expedited manner. Until the evaluation is completed, the student shall remain in the educational placement determined by school authorities.

## Discipline Appeals

---

The superintendent delegates all fact-finding authority to a Hearing Panel or designee. This panel is appointed by the superintendent for hearing an appeal of a DAEP placement for Level II only, and to establish a written record for review. The superintendent's Hearing Panel or designee shall conduct an informal proceeding no later than ten business days after receipt of the written request for an appeal. At this informal proceeding, the following procedures shall be followed:

- 1) The parent(s) and/or guardian(s) of the student shall be notified and requested to attend and participate in the proceeding.
- 2) The student shall be permitted the opportunity to explain his or her version of the incident.
- 3) The student shall be permitted to have adult or legal representation. An employee or legal counsel may also represent the District.
- 4) Written statements from witnesses and parties may be introduced as evidence.
- 5) No formal rules of evidence will be observed. Each party in turn, beginning with the student or parent(s) and/or guardian(s), shall be permitted to develop or rebut the evidence, present witness statements or other evidence, and recommend appropriate action to the Hearing Panel or designee.

- 6) The Hearing Panel or designee shall remain impartial and assist the parties in presenting all the facts and evidence in order to present a full account of the incident and shall render a decision in the matter.
- 7) The Hearing Panel or designee shall render a decision that determines whether the student violated the Student Code of Conduct and the appropriate duration of placement in a DAEP.
- 8) The decision of the panel or designee may be announced to the participants, but written notice of the decision shall be rendered to all parties within five working days following the proceeding.

## Effect of Student Withdrawal

---

Withdrawal from school after a student has been accused of a violation of the SCC will not prevent the District from investigating the alleged violation and, if it is determined that a violation did occur, assessing the appropriate disciplinary consequence and enforcing that consequence should the student re-enroll in the District.

# Scope of the District's Disciplinary Authority

## General Authority

---

In addition to the disciplinary authority established for certain types of offenses as described within the SCC, the District has general disciplinary authority over a student at the following times:

- At any time during the school day
- While traveling on District owned or operated transportation or during school-related travel. Including conduct at a school bus stop off campus
- While attending any school-sponsored or school-related activity, regardless of time or location
- As provided in extracurricular or organization handbooks, by-laws, constitutions, or other guidelines
- During lunch periods, including those in which a student leaves the campus
- While on school property
- For any school-related misconduct, regardless of time or location
- During online or other types of remote instruction
- Other off campus conduct as authorized and defined by Chapter 37 of the Texas Education Code, including cyberbullying
- For certain offenses against other students and school employees, regardless of time or location
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line
- If the student is a registered sex offender

## Searches

---

A student's clothing, personal property, electronic equipment, method of transportation, or school property used by the student (such as lockers or desks) may be searched when there is reasonable cause to believe the search will reveal articles or materials prohibited by the District or other violations of school rules. Students are responsible for ensuring that any personal property, method of transportation, or school property used by the student does not contain prohibited items. Students may be disciplined for possession of prohibited items discovered during a search. For more information about searches, please review the District's Student Handbook and policy FNF. (Local)

District personnel are prohibited from having a student remove or arrange some or all of his or her clothing so as to permit an inspection of the genitals, body cavities, undergarments of the student, or the chest of a student. Students are required to respect the rights and privileges of other students, teachers, staff, volunteers, and visitors to the campus. All students are expected to conduct themselves in accordance with the expectations set out in this code and common courtesies.

Students shall exercise their rights responsibly in compliance with the Student Code of Conduct and Board Policy. Students are required to report in good faith any misconduct by employees and other students. Students who violate the rights of others or who violate district, campus or classroom rules shall be subject to disciplinary action. School rules, and the authority of the District to administer discipline, apply whenever the interest of the school is involved on or off school grounds (including activities in conjunction with or independent of classes and school-sponsored activities).

## Criminal Conduct

---

School administrators will report crimes as required by law and may contact local law enforcement regarding suspected criminal activity. Certain acts of misconduct may constitute criminal offenses in addition to violations of the SCC. Because school discipline is independent of criminal proceedings, disciplinary consequences will not be postponed pending the outcome of any criminal proceeding or affected by the outcome of any criminal proceeding.

Finally, as the District expects its students to adhere to certain standards of conduct, the District also expects that parents of our students and other visitors will comply with similar standards of conduct and civility expected of our students. Accordingly, a school administrator, resource officer, or school district peace officer may refuse to allow a person to enter or may eject a person from any property under the control of the school district if the person refuses to leave peaceably upon request, and 1) the person poses a substantial risk of harm to themselves or others, or 2) is behaving in a way that is inappropriate for a school setting. A person behaving inappropriately for a school setting may be removed if, prior to the person being removed from District property, 1) the school employee issued a verbal warning that the behavior was inappropriate and could lead to the person's removal of the individual and 2) the person persisted in the behavior. Any person removed from District property may appeal such removal under Board policy FNG (Local) or (GF) (Local) and shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it.

# Discipline Considerations & Techniques

## Discipline Considerations

---

Using their professional judgment, campus behavior coordinators will consider a variety of factors when administering disciplinary consequences and determining the duration of the consequence, including but not limited to the:

- Degree of severity and risk of danger
- Effect of the misconduct
- Age and grade level of the student
- Legal requirements
- Frequency of the misconduct
- Student's demeanor
- Possibility of disruption of the school environment

## Mitigating Factors

When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider: (1) self-defense (see definitions), (2) the student's intent (see definitions or lack of intent at the time of the misconduct), (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

A student who, upon investigation, is found to be subject to bullying (see definitions) will not be disciplined on the basis of using reasonable self-defense (see definitions) in response to the bullying, as determined by the campus administration.

## Threat Assessment and Safe and Supportive School Team

The District will also establish a "threat assessment and safe and supportive school team" to serve at each campus of the district and will adopt policies and procedures for the teams. The team is responsible for developing and implementing the safe and supportive school program, as well as conducting threat assessments. These will include assessing and reporting individuals who make threats of violence or exhibit harmful, threatening, or violent behavior, gathering and analyzing data to determine the level of risk and appropriate intervention (including referring a student for mental health assessment and implementing an escalation procedure, if appropriate based on the team's assessment), and providing guidance to students and school employees on recognizing harmful, threatening, or violent behavior that may pose a threat to the community, school, or individual.

Before a team may conduct a threat assessment of a student, the team must notify the parent of or person standing in parental relation to the student of the assessment. In conducting the assessment, the team shall provide an opportunity for the parent or person to: (1) participate in the assessment, either in person or remotely; and (2) submit to the team information regarding the student. After completing a threat assessment of a student, the team shall provide to the parent of or person standing in parental relation to the student the team's findings and conclusions regarding the student.



## Security Personnel/School Resource Officers (SRO)

Finally, security personnel are important members of the District safety team. State law requires that the job duties of the peace officers, school resource officers and security personnel be listed in the District Student Code of Conduct. See job duties listed below:

To ensure sufficient security and protection of students, staff, and property, the district contracts with the Fort Worth Police Department/Benbrook Police Department/Forest Hill Police Department. School Resource Officers (SRO) promote a safer school environment through offense prevention, interventions with students, and application of the law. Student misconduct may violate school rules and local/state law. When applicable, the campus behavior coordinator will take appropriate school level actions as well as consult with SROs/ local law enforcement. Any action law enforcement authorities might take would be in addition to action taken by the school. A student may be cited or arrested. If the student is arrested, the parent/guardian must be notified in a timely manner by phone or in person. Law enforcement may transport the student to the Tarrant County Juvenile Detention Center and/or Mansfield City Jail. Disciplinary consequences for students with disabilities will follow the student's Behavior Intervention Plan, if one exists, and applicable federal and state law and guidelines except as provided by Section 37.007(e), in the Texas Education Code, the Student Code of Conduct is not required to specify a minimum term of removal under Section 37.006 or an expulsion under Section 37.007.

## Discipline Management Techniques

---

Discipline is designed to correct student behavior and encourage students to comply with school rules. The District may use any one or a combination of the following strategies or techniques to manage student behavior, prevent or intervene in discipline problems, or address violations of the SCC or campus or classroom rules:

- Tier I Positive Behavior Intervention Strategies
- Multi-Tiered Systems of Support
- Teacher-parent telephone conferences
- Restorative Practices such as restorative chats, restorative circles, and circles of support can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.
- Student-parent-teacher conferences
- Counseling by teacher, counselor, or administrative personnel
- Bullying Contract
- Behavior coaching
- Conflict Resolution
- Separation or “stay away” agreements or orders.
- Digital citizenship lesson
- Cooling-off time or “time out”
- Referral to student support team, outside agency or Family Resource Center
- Administrator-teacher-parent telephone conference call
- Verbal correction
- Seating changes in the classroom
- Behavioral contracts



- Confiscation of items that disrupt the educational process
- Grade reductions as permitted by policy
- Mediation
- Anger management
- Apply behavior management strategies identified in individual student organizations or extracurriculars
- Detention
- Diversionary Action Plans developed at the department of Student Discipline and Placement (The campus behavior coordinator must accompany the student and parent for this option)
- Restitution or restoration
- Removal of student to the office, other assigned areas or in-school suspension
- Lowered conduct grade
- School-assessed and school administered counseling and/or group socialization skills training
- Placement in the On-Campus Intervention Program, as specified in the LEVEL I section of the Student Code of Conduct for secondary school students
- Loss or restriction of privileges, including participation or membership in co-curricular or extracurricular activities, seeking or holding honorary positions, or speaking at school activities
- Withdraw or restriction of bus privileges
- Consequences identified in co-curricular or extracurricular codes of conduct, constitutions, by-laws, or other guidelines
- Out-of-school suspension (not to exceed three (3) consecutive school days, per incident)
- Placement in a Disciplinary Alternative Education Program (DAEP), as specified in the DAEP section of the Student Code of Conduct for 3<sup>rd</sup> grade to 12<sup>th</sup> grade students
- Expulsion, as specified in the expulsion section of the Student Code of Conduct
- Other strategies and consequences as specified by the Student Code of Conduct
- Referral to law enforcement when inappropriate behavior violates local and/or state law

### Physical Restraint

Any district employee may, within the scope of the employee's duties, use and apply appropriate physical restraint to a student that the employee reasonably believes is necessary in order to:

- 1) Protect a person, including the person using physical restraint, from physical injury
- 2) Gain control of a weapon or other dangerous object
- 3) Prevent a student from fleeing when fleeing would put the student or others in danger
- 4) Protect property from serious damage

Remove a student from a specific location who is refusing a directive or command of a school employee, including from a classroom or other school property, in order to restore order or impose disciplinary measures. (However, an employee is not allowed to use physical restraint as a disciplinary measure; corporal punishment is prohibited.) Restrain an irrational student. Irrational is defined for these purposes as the inability to think and reason clearly or logically.

## Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the re-occurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face
- Restricting the student's circulation
- Securing the student to a stationary object while the student is standing or sitting
- Inhibiting, reducing, or hindering the student's ability to communicate
- Using chemical restraints
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers
- Depriving the student of one or more of the student's senses unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP)

Note: A student may be disciplined when necessary to address the student's behavior, to maintain order, or to protect other students, school employees, or property. A student shall be treated fairly and equitably. The campus behavior coordinator must consider mitigating factors regardless of whether the decision of the campus behavior coordinator concerns a mandatory or discretionary action.

# General Types of Prohibited Conduct

## Misconduct Involving Others

---

### School-Related (Level I)

Misconduct identified in the list of prohibited behaviors below, will result in the assignment of one or more "Discipline Management Techniques" if the behavior is committed at school, a school-sponsored or school-related activity, during school-related travel, while traveling on District owned or operated transportation, or when the District has "Disciplinary Authority" as described in the SCC.

- Horseplay, roughhousing, and other playful behavior that, though not intended to harm, presents a reasonable risk of harm, threatens the safety of others, or actually causes injury to others
- Fighting (see definitions) or scuffling that may or may not result in physical pain, illness, or any impairment of a physical condition
- Hitting, pushing, or attempting to hurt another student
- Engaging in conduct that can or does cause bodily injury (see definitions)
- Forcing an unwilling person to act or not act or obtaining money or another object of value from an unwilling person through duress, threats, force, extortion, coercion, or blackmail
- Subjecting a student or District employee, official, or volunteer to physical harm, confinement or restraint
- Bullying (see definitions)
- Cyberbullying (see definitions), including conduct that interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity
- Name-calling, ethnic or racial slurs, making racial comments to another student or employee, or derogatory statements that school employees reasonably believe could substantially disrupt the school environment or incite violence
- Adding any substance, whether harmful or not, without permission to any food or beverages belonging to, in the possession of, or meant to be consumed by another student or District employee, official, or volunteer
- Engaging in harassment (see definitions) toward another student or a District employee, official, or volunteer, including harassment based on race, color, religion, national origin, disability, sex, gender, or age
- Engaging in sexual harassment (see definitions) or sexual abuse
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent
- Invasive visual recording (see definitions)
- Inappropriate verbal (oral or written), physical, or sexual contact toward another student or a District employee, official, or volunteer, regardless of whether it is consensual
- Touching one's own private body parts in a sexual manner
- Consensual hugging, touching, or other displays of affection that interfere with, detract from, or disrupt the school environment

- Engaging in physical, sexual, verbal, or emotional abuse as a means to harm, threaten, intimidate, or control another person in a current or past dating relationship
- Engaging in oral or written threats to cause harm or bodily injury (see definitions) to another student, a District employee, official, or volunteer, or school property, including threats made using the Internet or other technology resources at school. Students may be disciplined for threats made outside of school, including website or Internet postings, if the threat causes a material or substantial disruption at school or is reasonably forecast to cause one
- Engaging in oral or written threats of any kind of violence, violent acts, or harm to another student or staff member, whether or not such threats are meant to be taken seriously
- Preparing a hit list (see definitions)
- Wrongfully obtaining and using another person's identifying information or personal data without permission to mislead, defraud, or deceive
- Hazing (see definitions)
- Retaliating against a student for (1) reporting either a violation of the SCC or bullying, or (2) participating in an investigation of a violation of the SCC or bullying

## Possessing, Using, Giving, Selling, Buying, or Offering to Sell or Buy Prohibited Items

---

- Matches or a lighter
- Tobacco products
- Electronic cigarettes (see definitions), electronic vaping devices, personal vaporizers, electronic nicotine delivery systems or paraphernalia, including but not limited to Juul and Juul pods, vials, cartridges, or "pens" with liquid or any other types of material for use in such devices
- Fireworks or any other pyrotechnic device
- Smoke or stink bombs
- Laser pointers (unauthorized use)
- Pepper spray or other small chemical dispenser sold commercially for personal protection
- "Look-alike" drugs or items attempted to be passed off as drugs, including non-prescription drugs, medications, or herbal or dietary supplements except as permitted by District policy
- Prescription drugs except as permitted by District policy
- Less than a useable amount of stems, seeds, or other pieces of marijuana
- Paraphernalia (see definitions) related to any prohibited substance, including, but not limited to, marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage
- Designer drugs, synthetic marijuana, synthetic cannabinoids (such as K2 or spice), stimulants (such as bath salts), or analogs of any drug in any form, regardless of whether currently scheduled or classified as an illegal drug under state or federal law and regardless of whether the substance is legally sold or marketed as "herbal incense," "potpourri," "bath salts," or "not for human consumption"
- Razor blades, box cutters, or chains.
- Knives with a blade 5 ½ inches or less
- Hand instrument designed to cut or stab another by being thrown; including, but not limited to, a dirk, stiletto, dagger, poniard, bowie knife, sword, or spear

- Fake or “look-alike” weapons
- Deadly weapons (see definitions)
- Poisons, caustic acids, or other materials that may be toxic to the human body
- BB gun, air gun, or stun gun
- Ammunition, shells, bullets, or gunpowder
- Clubs, knuckles, firearm silencers, or similar dangerous weapons
- Material that is sexually-oriented, pornographic, obscene, or reveals a person’s private body parts
- Material, including published or electronic items, that promotes or encourages illegal behavior or could threaten school safety
- Articles not generally considered to be weapons when the administrator determines that a danger exists or when used in a way that threatens or inflicts bodily injury to another
- CD or DVD players, cassette players, electronic games, MP3 players, stereo head sets, or other electronic equipment for other than approved use
- Using, displaying, or having in operational mode a paging device, cellular telephone, or telecommunications device (see definitions) at school or school-sponsored or school-related activities, including using a cellular telephone to film other students and/or District employees

## Misuse of Property

---

- Stealing from others, including the District
- Committing or assisting in a robbery, theft, or burglary that is not punishable as a felony
- Damaging, destroying, or vandalizing property owned by others or the District
- Committing criminal mischief with damage in an amount less than \$2500
- Marking District property such as textbooks, lockers, furniture, or equipment with graffiti, tagging, or by other means
- Attempting to start or starting a fire on or in any property owned, used, or controlled by a student, the District, or District employees, officials, or volunteers that does not rise to the level of arson or criminal mischief

## Safety / Disruption

---

- Threatening to use or exhibit a firearm
- Discharging a fire extinguisher, pulling a fire alarm, calling 911, tampering with an Automated External Defibrillator, or causing the sprinkler system to activate when there is no smoke, fire, danger, or emergency
- Making or participating in false statements or hoaxes regarding school safety
- Making threats regarding school safety or harm to students and/or employees, regardless of intent
- Engaging in misbehavior, actions, or demonstrations that substantially disrupt or materially interfere with school activities or that give school officials reasonable cause to believe that such conduct will substantially disrupt the school program, endanger others, or incite violence
- Throwing objects that can cause bodily injury or property damage

- Making false accusations or providing false statements concerning wrongful, unlawful, inappropriate, or illegal conduct alleged to have been committed by another student or District employee, official, or volunteer

## Technology

---

- Sending, possessing, or posting electronic messages, videos, audio recordings, or images that are abusive, obscene, sexually oriented, harassing, threatening, intimidating, illegal, or that cause a material or substantial disruption at school, including cyberbullying (see definitions)
- Using any device or technology to copy or capture an image or the content of any District materials (such as tests or exams) without permission of a teacher or administrator
- Making, participating in the making of, transmitting to another via an electronic device, or posting to the Internet a digital video, audio recording, or image of an actual or simulated act that involves a crime or conduct prohibited by the Code of Conduct
- Using any device or technology to record the voice or image of another in any way that disrupts the educational environment, invades the privacy of others, or without the prior consent of the individual being recorded
- Using any device or technology to record the voice or image of another to take, disseminate, transfer, circulate, exhibit, present, or share audio, images, video, or photos that reveal private parts of the body that are normally covered by clothing
- Using the name, persona, or image of a student, District employee, or volunteer to create a web page or post one or more messages on a website without the other person's consent for purposes of harassing, intimidating, embarrassing, or threatening another
- Using email, websites, or electronic devices to engage in or encourage illegal conduct, violations of the SCC, or to threaten school safety
- Attempting to or successfully accessing or circumventing passwords or other security-related information of the District, officials, volunteers, employees, or other students by any means
- Attempting to or successfully altering, destroying, interrupting, intercepting, or disabling District technology equipment, District data, the data of other users of the District's computer system, or other networks connected to the District's system, including uploading or creating computer viruses, worms, or other harmful material
- Copying, downloading, reproducing, distributing, retransmitting, redisplaying, or modifying items from the District's website
- Engaging in any of the above forms of technological misconduct outside of school when such conduct causes a material or substantial disruption at school as determined by school officials

NOTE: Students will not be disciplined for technological misconduct related to possessing items described above so long as the student (1) did not contribute to creation of the item in any way, (2) possessed it only after receiving the item unsolicited from another, (3) either promptly destroyed the item or reported it to a school employee as soon as possible, and (4) did not show, provide a copy, forward, or re-post the item to anyone other than law enforcement, a school employee, or the student's parent/guardian. A consequence can be issued to a student who violates the code of conduct or when a student is determined to be an accomplice. A student is considered an accomplice to another person if they have knowledge that will promote or facilitate the misbehavior.

## Failure to Follow Rules

---

- Violating dress and grooming criteria

- Being insubordinate or otherwise failing to comply with lawful directives given by school personnel
- Attempting to or successfully evading, avoiding, or delaying questioning by a District employee or providing inaccurate information when questioned about possible violations of the SCC
- Failing to provide proper identification upon request of a District employee
- Attempting to violate or assisting, encouraging, promoting, or attempting to assist another student in violating the Code of Conduct or help conceal any violation
- Failing to immediately report to a school employee knowledge of a device, object, substance, or event that could cause harm to self or others
- Unexcused tardiness to class
- Skipping school or class without the District's or parent/guardian's permission
- Leaving class, the campus, or school events without permission
- Enticing or preventing another student from attending school, class, or a school activity the student is required to attend
- Violating rules for conduct on school owned or operated transportation
- Violating rules for operating or parking a motor vehicle on school property
- Violating policies or rules for computer use, Internet access, technology, or other electronic communications or imaging devices
- Violating the District's medications policy regarding prescription and over-the-counter drugs
- Academic dishonesty, including cheating, copying the work of another, plagiarism, or unauthorized collaboration with another person in preparing an assignment
- Failure to comply with guidelines applicable to student speakers who are speaking at school-sponsored or school-related events
- Failure to ensure that personal property, mode of transportation, or school property used by the student does not contain prohibited items
- Violating other campus or classroom rules for behavior or district policies

## Other Misconduct

---

- Using profanity, vulgar language, or obscene gestures
- Loitering in unauthorized areas
- Falsifying, altering, forging, or destroying school records, passes, other school-related documents, or documents presented to District employees
- Gambling or betting money or other things of value
- Inappropriate exposure of a student's private body parts which are ordinarily covered by clothing, including through such acts as mooning, streaking, or flashing
- Taking one or more steps toward violating the SCC even if the student fails to complete the intended misconduct



# Removal from District Transportation

## Reasons for Removal

---

### Transportation

Appropriate student behavior is essential to the safe operation of District transportation. Students must comply with the expectations of the SCC while using District transportation. In addition to compliance with the SCC, students are expected to comply with the following transportation rules:

- Enter and exit transportation in an orderly manner at the designated stop
- Remain seated in designated seats facing forward
- Comply with lawful directives issued by the driver
- Follow the driver's rules for food or beverages
- Refrain from making loud or distracting noises
- Do not throw objects inside the transportation or out of the windows or doors
- Vulgar or abusive language is prohibited
- Do not shout at passing persons or vehicles
- Spitting or throwing anything in or out of the bus is prohibited
- Eating, drinking, smoking or possession of any illegal substances is prohibited on the bus
- Weapons and/or the use of any unsafe items is prohibited on the bus
- Fighting, pushing and or shoving is prohibited on the bus
- Keep aisles clear of books, bags, instruments, feet, or other obstructions
- Do not extend any body part, clothing, or other article outside of the transportation
- Keep hands, feet, other body parts, or objects to yourself
- Do not obstruct the driver's view
- Do not mark, deface, destruct, or tamper with seats, windows, emergency doors, or other equipment

## Procedure for Removal

---

A driver of District owned or operated transportation may send a student to the administrator's office to maintain discipline during transport to or from school or a school-sponsored or school-related activity, to enforce the transportation rules, or when the student engages in behavior that violates the SCC. The administrator may use one or more discipline management techniques to address the behavior, which may include temporarily suspending or permanently revoking school transportation privileges.

The student will be informed of the reason for suspension or revocation of transportation privileges and will be given the opportunity to respond before the administrator's decision is final. Suspension of transportation privileges does not excuse a student from attending school. It is the responsibility of the parent/guardian and/or student to make alternate transportation arrangements to and from school.



# Removal from Classroom by Teacher

## Ordinary Teacher Removal

---

A teacher may send a student to the campus behavior coordinator's office to maintain discipline in the classroom or when the student engages in behavior that violates the SCC. For these informal removals, the behavior coordinator will use one or more discipline management techniques to address and improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the behavior coordinator will employ other discipline techniques or progressive interventions to improve the student's conduct.

## Formal Teacher Removal

---

### Chapter 37.002 - Texas Education Code

A teacher may remove a student from class when:

- The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach or with the learning of other students; or
- The behavior is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to teach or with the learning of other students

A teacher may document any conduct by a student that does not conform to the Student Code of Conduct and may submit that documentation to the principal. A teacher must remove a student from class if the student engages in conduct that requires or permits DAEP placement or expulsion under the Texas Education Code, in which case the procedures for DAEP placement or expulsion will apply.

Administrator protocols can be found [here](#).

## Placement Review Committee

---

Each school shall have a Placement Review Committee composed of three members. The committee will determine placement of a student when a teacher has removed the student and refuses to allow the return of the student to the teacher's class. The committee will make a final determination of the student's placement when a student is removed under this section.

- The campus faculty shall choose two teachers to serve as members and one teacher to serve as an alternate member.
- The Campus Behavior Coordinator shall choose one member from the professional staff of the campus.
- The teacher refusing the readmit the student may not serve on the committee.

If the teacher removed the student from class for engaging in assault, aggravated assault, sexual assault, aggravated sexual assault, or assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent. The teacher may not be coerced to consent. In accordance with federal law, the placement of a student with disabilities may be changed only by a duly constituted ARD committee.

## Placement During Removal

---

When a teacher utilizes a formal removal of the student from the classroom, the administrator may place the student in: (1) another appropriate classroom, (2) in-school suspension, (3) out-of-school suspension, or (4) DAEP.

## Procedures for Teacher Removal

---

No later than three school days after a teacher has formally removed a student from class, an administrator will schedule a conference with the Placement Review Committee. Prior to the conference, the student will be provided an explanation of the basis for removal and be given an opportunity to respond. After the conference, the Placement Review Committee will make a final determination of the student's placement when a student is removed under this section.

A student who is sent to the campus behavior coordinator's or other administrator's office through an ordinary or a formal teacher removal from class is not considered to have been removed from the classroom for the purposes of reporting data through the Public Education Information Management System (PEIMS) or other similar reports required by state or federal law.

## Return to the Classroom

---

If the teacher removed the student from class because the student engaged in assault resulting in bodily injury, aggravated assault, sexual assault, or aggravated sexual assault against the teacher, the student may not be returned to the teacher's class without the teacher's consent. In other cases where the teacher initiates a formal removal, the student may only be returned to the teacher's class without the teacher's consent if the Placement Review Committee determines that the teacher's class is the best or only alternative.

# In-School Suspension (ISS)

## Reasons for ISS

---

The purpose of the ISS intervention is to address minor student offenses. Please refer to the [FWISD Quick Reference Guide for Conduct Interventions](#) to review the list of Level I ISS examples of misconduct. Student may be assigned to ISS for the remainder of a class period or up to 3 school days. A student may be placed in an in-school suspension program at the discretion of the campus behavior coordinator. The parent and/or guardian must be notified by the school administrator before the in-school suspension placement becomes official. Parents/guardians shall be notified prior to a student serving detention that is scheduled before/after school hours. Transportation arrangements must be made with the parent/guardian prior to the scheduled detention.

## Procedure for ISS

---

The student will be informed of the reason for placement in ISS and be given an opportunity to respond before the administrator's decision is final. While in ISS the student will complete assignments from his or her teacher.

# Out-of-School Suspension (OSS)

## Reasons for OSS

[Per TEC 37.005](#) under no circumstance may an OSS for a particular incident exceed three school days.

## Mitigating Factors

When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider: (1) self-defense (see definitions), (2) the student's intent (see definitions or lack of intent at the time of the misconduct), (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

A student who, upon investigation, is found to be subject to bullying (see definitions) will not be disciplined on the basis of using reasonable self-defense (see definitions) in response to the bullying, as determined by the campus administration.

Students may be suspended from school for code of conduct violations. Prior to any disciplinary consequence being given to any student, the following discipline management techniques should be considered. Please refer to the [FWISD Quick Reference Guide for Conduct Interventions](#).

- Tier I Positive Behavior Intervention Strategies
- Multi-Tiered Systems of Support
- Teacher-parent telephone conferences
- Restorative Practices such as restorative chats, restorative circles, and circles of support can be used to establish a respect agreement, building school community, repairing harm, decision making strategies and/or teaching content.
- Student-parent-teacher conferences
- Counseling by teacher, counselor, or administrative personnel
- Bullying Contract
- Behavior coaching
- Conflict Resolution
- Separation or "stay away" agreements or orders.
- Digital citizenship lesson
- Cooling-off time or "time out"
- Referral to student support team, outside agency or Family Resource Center
- Administrator-teacher-parent telephone conference call
- Verbal correction
- Seating changes in the classroom
- Behavioral contracts
- Confiscation of items that disrupt the educational process

- Grade reductions as permitted by policy
- Mediation
- Anger management
- Apply behavior management strategies identified in individual student organizations or extracurriculars
- Detention
- Diversionary Action Plans developed at the department of Student Discipline and Placement (The campus behavior coordinator must accompany the student and parent for this option)
- Restitution or restoration
- Removal of student to the office, other assigned areas or in-school suspension
- Lowered conduct grade
- School-assessed and school administered counseling and/or group socialization skills training
- Placement in the On-Campus Intervention Program, as specified in the LEVEL I section of the Student Code of Conduct for secondary school students
- Loss or restriction of privileges, including participation or membership in co-curricular or extracurricular activities, seeking or holding honorary positions, or speaking at school activities
- Withdraw or restriction of bus privileges
- Consequences identified in co-curricular or extracurricular codes of conduct, constitutions, by-laws, or other guidelines
- Out-of-school suspension (not to exceed three (3) consecutive school days, per incident)
- Placement in a Disciplinary Alternative Education Program (DAEP), as specified in the DAEP section of the Student Code of Conduct for 3<sup>rd</sup> grade to 12<sup>th</sup> grade students
- Expulsion, as specified in the expulsion section of the Student Code of Conduct
- Other strategies and consequences as specified by the Student Code of Conduct
- Referral to law enforcement when inappropriate behavior violates local and/or state law

State law allows a regular education student to be suspended for as many as three (3) school days per behavior violation. Out-of-school suspensions will not exceed 3 consecutive school days for each separate behavior violation. There is not a limit to the number of times a student may be suspended in a semester or school year. If a student receives OSS for a partial school day, that partial day is considered one of three total allowable OSS days. An OSS may not exceed 3 consecutive school days TEC 37.005. An ARD must be held for special education students who have been assigned to 10 out-of-school suspension days in a single school year prior to any further out-of-school suspension days assigned.

## Procedure for OSS

---

The student will be informed of the reason for out-of-school suspension and be given an opportunity to respond before the administrator's decision is final. While the student is suspended, the administrator may place restrictions on the student's participation in school-sponsored or school-related activities. Students may be suspended for a maximum of three consecutive school days per behavior violation.

## Assignments During ISS and OSS

---

The student will be required to complete all class assignments, homework, tests, and other academic work covered during the suspension. The student will have the opportunity to receive full credit for completed academic work when submitted in a timely manner and in accordance with the teacher or administrator's instructions. The student will be provided during the period of suspension, whether in-school or out-of-school, an alternative means of receiving all coursework provided in the classes in the foundation curriculum that the student misses as a result of the suspension, including at least one option for receiving the course work that does not require the use of the Internet.

# On-Campus Intervention Program (OCI)

The OCI program is to address behavioral issues of secondary students who have committed Level I or Level II offenses. Fort Worth ISD developed this intervention strategy as an on-campus self-contained classroom model. This allows the student to remain at their home campus, but in a separate educational environment. The OCI Program will include equitable and restorative practices to motivate students, support students, and to provide healing to students. A student may be placed in the On-Campus Intervention program for up to 10 consecutive school days for any offenses listed under Level I and/or Level II discretionary offenses. This includes incidents/ offenses occurring within 300 feet of school property, while attending a school sponsored event, or while attending a school related activity on or off school property. OCI is the highest school level consequence that can be assigned to a student. Please refer to the OCI Handbook for non OCI offense examples and OCI offense examples. This program is only available at Middle and High School levels.

Students placed in OCI are:

- prohibited from any other school campus
- prohibited from attending school sponsored events/extracurriculars

Disobeying this directive could result in further disciplinary action.

## Grade Level and Other Restrictions for Assigning OSS

---

A student who is in fifth grade or younger cannot receive an out-of-school suspension unless, while at school or at a school-sponsored activity, the student engages in conduct that contains the elements of an offense related to weapons, a violent offense (see definitions), an imminent safety concern, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

A student who is homeless, as that term is defined in federal law for homeless children and youth, cannot receive an out-of-school suspension, unless the student engages in conduct that contains the elements of an offense related to weapons, a violent offense (see definitions), an imminent safety concern, or unless the student engages in selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana or a controlled substance, a dangerous drug, or an alcoholic beverage.

Before any special education student (all grade levels), homeless student (all grade levels), student in protective custody (all grade levels), PreK-5<sup>th</sup> grade student, or a secondary student that has not been assigned to OCI for a similar offense in the same school year are suspended, the administrator must discuss other discipline options with their appropriate direct supervisor (i.e. Executive Director or Principal). Suspension for these students will only be allowed with the prior authorization from the appropriate direct supervisor (i.e. Executive Director or Principal).

# Disciplinary Alternative Education Program (DAEP)

## Reasons for Mandatory DAEP Placement

---

### School-Related (Level II)

Subject to the requirements of Texas Education Code, Section 37.009 (a), a student must be placed in DAEP for any of the following misconduct if committed while on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engages in conduct punishable as a felony (Board Policy FOD Legal)
- Commits an assault (see definitions) resulting in bodily injury (see definitions) against another (Board Policy FO)
- Is charged with possession or distribution of a controlled substance (see definitions), a dangerous drug (see definitions), or an alcoholic beverage. (Board Policy FNCF)
- Commits a serious act or offense while under the influence of an alcoholic beverage if the conduct is not a punishable felony. (Board Policy FNCF)
- Student possesses, uses, or is under the influence of marijuana, a controlled substance (see definitions), a dangerous drug (see definitions), or an alcoholic beverage in any amount not punishable as a felony. (Board Policy FNCF Legal)
- Possesses, uses, sells, gives, or delivers to another person an e-cigarette (see definitions) (Board Policy FNCF Legal)
- Engages in an offense relating to abusable volatile chemicals (see definitions) (Board Policy FNCF)
- Engages in criminal mischief if the damage is greater than \$750 (Board Policy FOD Legal)
- Engages in public lewdness (see definitions) (Board Policy FO Legal)
- Engages in indecent exposure (see definitions) (Board Policy FO Legal)
- Engages in conduct that contains the elements of the offense of harassment under specific provisions of the Texas Penal Code (see definitions), against an employee of the school district (Board Policy FFH)

A student must be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

### Regardless of Location

- Issues a false alarm or report (see definitions) or a terroristic threat (see definitions) involving a public school (Board Policy FO/FOD)
- Retaliates (see definitions) against any school employee (Board Policy FOD Legal)
- Possesses, other than on his or her person, or uses a firearm (see definitions) as defined by state law. Note: Possession of a firearm as defined by federal law is an expellable offense (Board Policy FNCF Legal)
- Is a registered sex offender (see definitions) under court supervision, probation, community supervision, or parole (Board Policy FOD/FOCF Legal)



- Possesses, other than on his or her person, or uses a knife with a blade over 5½" (Board Policy FNCG Legal)
- Engages in expellable conduct if the student is between six and nine years of age
  - » Students who are: (1) convicted of continuous sexual abuse of a young child or children; or (2) convicted, receive deferred adjudication or deferred prosecution, been found to have engaged in delinquent conduct or conduct in need of supervision, or been placed on probation for either sexual assault or aggravated sexual assault against another student assigned to the same campus at the time the offense occurred will be placed in DAEP (or JJAEP as appropriate) on the request of the victim's parents if the victim student does not wish to transfer, and there is only one campus serving that grade level. Placement in this circumstance may be for any length of time considered necessary.
- Engages in a federal firearm offense if the student is six years of age or younger (Board Policy FNCG)

### Off-Campus

A student must be placed in DAEP for engaging in a Title 5 (see definitions) felony offense or aggravated robbery while off-campus and not in attendance at a school-sponsored or school-related activity if:

- The student receives deferred prosecution
- A court or jury finds the student engaged in delinquent conduct, or
- The Superintendent or Superintendent's designee has a reasonable belief that the student has engaged in conduct defined as either a Title 5 felony offense or aggravated robbery (as defined in the Penal Code) (Board Policy FOC Legal)

## Reasons for Discretionary DAEP Placement

---

### Mitigating Factors

When deciding to order a student to out-of-school suspension, DAEP placement, expulsion, or placement in JJAEP the District will consider: (1) self-defense (see definitions), (2) the student's intent (see definitions or lack of intent at the time of the misconduct), (3) the student's disciplinary history, (4) a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct to the extent required by state and federal law, (5) a student's status in the conservatorship of the Department of Family and Protective Services and (6) a student's status as homeless. These factors will be taken into consideration regardless of whether it is a discretionary or mandatory disciplinary consequence.

A student who, upon investigation, is found to be subject to bullying (see definitions) will not be disciplined on the basis of using reasonable self-defense (see definitions) in response to the bullying, as determined by the campus administration.

### School-Related (Level II)

School administrators can access the Principal Discretionary Form [here](#).

A student may be placed in DAEP for the following misconduct if committed while on school property, or while attending a school-sponsored or school-related activity on or off school property:

- The student's presence on campus is a threat to safety, caused a major disruption to the learning environment, or caused injury to another.
- The administrator has a reasonable belief that the student engaged in conduct punishable as a felony (other than aggravated robbery or a Title 5 felony), and the student's continued presence in the regular classroom is a threat to the safety of others or is detrimental to the educational process

- Off-campus conduct for which DAEP placement is required by state law when the administrator does not learn of the conduct until more than a year passes after the conduct occurred

## Off-Campus

### Regardless of Location

A student may be placed in DAEP if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- If the student is a registered sex offender (see definitions) who is not under any form of court supervision. A registered sex offender who is not under any form of court supervision will be placed in regular classes if the student is not a threat to the safety of others, is not detrimental to the educational process, and such placement is not contrary to the best interests of the District's students
- Engages in bullying (see definitions) that encourages a student to commit or attempt to commit suicide (Board Policy FFI)
- Incites violence against a student through group bullying (Board Policy FFI)
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent (Board Policy FOD Legal)
- Is involved with a public-school fraternity, sorority, secret society, or gang (see definitions), including participating as a member or pledge, or soliciting another person to become a member or pledge (Board Policy FNCC)
- Is involved in criminal street gang activity (see definition) (Board Policy FNCC)

## Procedure for DAEP Placement

---

### Central Office Conference Procedures

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to remove a student to a Disciplinary Alternative Education Program (DAEP). The conference shall be held. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures, or decisions.

The hearing officer shall conduct an in-person conference, virtual, and/or teleconference for a student who is being recommended for a placement in a Level II or III DAEP. The hearing officer must consider mitigating factors (refer to pg.16). These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- Advise the student of the conduct or offense with which he/she is charged
- Permit the student the opportunity to explain his/her version of the incident
- Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel
- Written statements from witnesses or parties may be introduced
- No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer

- The hearing officer shall remain impartial. The hearing officer shall assist the parties in presenting all the facts to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code
- The student must enroll in the disciplinary alternative education program when the hearing officer informs the family a decision has been made to place the student in the DAEP regardless of if the family decides to appeal the decision
- The Student Discipline and Placement Department reserves the right to adjust the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case including extending placements in OCI up to 15 days for secondary students.
- The Student Discipline and Placement Department can assign secondary students to On Campus Intervention (OCI), Diversionary Referral Program (DRP), Disciplinary Alternative Education Program (DAEP), or Juvenile Justice Alternative Education Program (JJAEP) for all conferences presented to the department.

## Record

All proceedings shall be electronically recorded, or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes. If the conference/hearing is conducted by teleconference, all involved parties will have their cameras on, audio working properly for recording purposes.

If during the term of DAEP placement the student engages in additional misconduct, additional conferences may be conducted, and additional discipline may be imposed.

No later than three school days after the student is removed from class, a campus administrator will schedule a conference with the campus behavior coordinator or other appropriate administrator, the student's parent/guardian, and the student. At the conference, the administrator will explain the allegations against the student, inform the student of the basis for the proposed DAEP placement, and give the student an opportunity to explain his or her version of the incident. The District may conduct the conference and make a discipline decision regardless of whether the student or the student's parent/guardian attends if the District made reasonable attempts to have them attend.

## Diversionary Referral Program

Some students may be eligible to participate in a Diversionary Referral Program as a form of intervention, the hearing officer will determine eligibility for the program. Only students in grades 5th through 12th are eligible to participate. They can only participate in this program once.

Until a placement conference can be held, the student may be placed in another appropriate classroom, in-school suspension, or out-of-school suspension. The student may not be returned to the regular classroom pending the placement conference.

## DAEP Placement Order

If the outcome of the conference is to place the student in DAEP, the campus behavior coordinator or designee will issue a DAEP placement order. If the length of placement differs from the guidelines included in the SCC, the DAEP placement order will give notice of the inconsistency.

A copy of the DAEP placement order will be sent to the student and the student's parent/guardian. For those students placed in DAEP for a reason identified in the Texas Education Code, the District will also send the juvenile court a copy of the DAEP placement order no later than the second business day after the placement conference. A copy of the DAEP placement order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the DAEP placement order.

## Length of DAEP

The length of a student's placement in DAEP will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. All DAEP placements will result in placement for up to 45 school days.

Successful completion of school days will be determined at the discretion of the District. Days occurring during school closures when virtual instruction is taking place WILL NOT count as a successful completion of a day in the DAEP. The length of DAEP placement may not exceed one year unless, after review, the District determines that the student is a threat to the safety of other students or District employees.

If the DAEP is at capacity at the time a DAEP placement decision is made for a student who engaged in conduct related to marijuana, a vape, alcohol, or an abusable chemical, the student shall be:

- 1) placed in in-school suspension; and
- 2) if a position becomes available in the DAEP program before the expiration of the placement period, transferred back to the DAEP for the remainder of the placement order.

If the DAEP is at capacity at the time a DAEP decision is made for a student who engaged in conduct described under Section 37.007 that constitutes violent conduct, as defined by commissioner rule or administrator discretion in the absence of commissioner rule, a student who has been placed in the program for conduct related to marijuana, a vape, alcohol, or an abusable chemical:

- 1) may be removed from the DAEP and placed in in-school suspension to make space in the DAEP available for the student who engaged in violent conduct; and
- 2) if removed from the DAEP for this reason, shall be returned to the DAEP if space becomes available prior to the end of the placement period.

If the DAEP placement extends beyond 45 days or the end of the next grading period, whichever is sooner, the student or the student's parent/guardian may participate in a proceeding before the Board or Board's designee as provided in policy FNG (LOCAL). Any decision of the Board is final and may not be appealed.

## Merit Program

Students' DAEP placements may be reduced by meeting the expectations of a merit program. High School and Middle School students can earn 1 day less to their overall DAEP assignment for every 5 successfully completed days at Metro Opportunity Middle/High School or Insights Elementary School. A successfully completed day is defined as a full day of attendance without an incident of student misconduct.

Students placed in DAEP at the end of one school year may be required to complete the assigned term at the beginning of the next school year. For DAEP placement to extend beyond the end of the school year, the administrator must determine that:

- 1) the student's presence in the regular classroom or campus presents a danger of physical harm to the student or others; or
- 2) the student engaged in serious or persistent misbehavior that violates the SCC.

*For purposes of this paragraph only, "serious or persistent misbehavior" means any misconduct identified as being punishable with placement in DAEP or expulsion or three or more violations of the SCC or repeated occurrences of the same violation.*

## Particular Rules for Registered Sex Offenders

---

The general SCC rules for DAEP placement apply to registered student sex offenders (see definitions) except as modified in this section.

### Placement

Registered sex offenders will be placed in a Juvenile Justice Alternative Education Program (JJAEP) in lieu of DAEP if: (1) ordered to attend JJAEP by a court, or (2) if permitted by agreement between the District and the JJAEP.

### Length of Placement

Registered sex offenders under court supervision will be placed in DAEP for a minimum of 60 school days. Registered sex offenders who are not under any form of court supervision but are assigned to DAEP must serve a minimum of 60 school days.

### Transfers

Registered sex offenders under court supervision that transfer into the District will be required to complete the DAEP assignment assessed by the previous school district, but will receive credit for any time already spent in DAEP.

Registered sex offenders who are not under any court supervision that transfer into the District will be placed in the regular classroom unless it is determined that the student is a threat to the safety of others, is detrimental to the educational process, or it is not in the best interests of the District's students.

### Periodic Review for Registered Sex Offenders

After 60 school days in DAEP, a review committee will determine by majority vote and recommend to Student Discipline and Placement whether the student should remain in DAEP or be returned to the regular classroom. Student Discipline and Placement will follow the committee's decision to return the student to the regular classroom unless the student's presence in the regular classroom is a threat to the safety of others, is detrimental to the educational process, or is not in the best interests of the District's students. Conversely, Student Discipline and Placement will follow the committee's decision to continue the student's placement in DAEP unless the student's presence in the regular classroom is not a threat to the safety of others, is not detrimental to the educational process, or is not contrary to the best interests of the District's students.

If the student remains in DAEP, the review committee will re-consider the student's placement before the beginning of the next school year.

### Appeals for Registered Sex Offenders

DAEP placement may be appealed as described in District policy FNG or FOC. However, the appeal is limited to the factual question of whether the student is required to register as a sex offender under the law. A decision of the District's Board of Trustees is final and may not be appealed.

## Other DAEP Issues

---

### Grade Levels

Elementary students in through grade 5 will not be placed in DAEP with secondary students in grade 6 through grade 12.

### No Participation in Activities While in DAEP

Students placed in DAEP for any mandatory or discretionary reasons are not allowed to attend or participate in school-sponsored or school-related extracurricular or co-curricular activities during the period of DAEP placement. This restriction applies until the student fulfills the DAEP assignment at this or another school district.

### Impact on Graduation

The District has the right to limit a student's participation in graduation activities for violating the District's student code of conduct. Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal.

Notwithstanding any other eligibility requirements, to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the District's code, resulting in a removal to a DAEP or expulsion during the semester immediately preceding graduation. Graduating seniors who have met all criteria for graduation and are assigned to a DAEP and/or expelled to JJAEP at the end of the school year, will not be allowed to participate in the graduation ceremony or in other related graduation activities, except graduation activities at the alternative placement site.

### Transportation

Students that have transportation designated in their IEP are entitled to that service when assigned to JJAEP.

The District will provide transportation to and from DAEP. This transportation privilege may be revoked if the student does not follow the transportation rules, refuses to cooperate with the driver or other District personnel involved in providing transportation or violates any provision of the SCC during transport.

### Periodic Review

The District will review a student's DAEP placement and academic status every 120 calendar days. In the case of a high school student, the student's progress toward graduation will be reviewed and a graduation plan will be established. At the review, the student or the parent/guardian will have an opportunity to present reasons for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### Coursework Opportunity

Students placed in DAEP will have an opportunity to complete coursework required for graduation, at no cost to the student, before the beginning of the next school year. The home-school and/or referring school is responsible for providing AP and elective coursework not taught at the DAEP / JJAEP.



## **Transition from DAEP**

As soon as practicable after the DAEP administrator determines the date a student will be released from the program, the administrator will provide written notice of the date to the student's parent/guardian and to the administrator of the campus to which the student will return. The DAEP will also provide the campus administrator an assessment of the student's academic growth while attending the alternative education program and the results of any assessment instruments administered to the student. Not later than five instructional days after the date of release from the DAEP, the campus administrator will coordinate the student's transition to a regular classroom, which must include assistance and recommendations from school counselors, school district peace officers, school resource officers, licensed clinical social workers, campus behavior coordinators, classroom teachers who are or may be responsible for implementing the student's personalized transition plan, and any other appropriate school district personnel.

## **Transition Plan**

Each student must be provided a personalized transition plan developed by the campus administrator. The transition plan must include recommendations for the best educational placement of the student and the provision of information to the student's parent or person standing in parental relationship to the student about the process to request a full individual and initial evaluation of the student for purposes of special education services under Texas Education Code, Section 29.004. The transition plan may include recommendations for counseling, behavioral management, or academic assistance for the student with a concentration on the student's academic or career goals; recommendations for assistance for obtaining access to mental health services provided by the district or school, a local mental health authority, or another private or public entity; and a regular review of the student's progress toward the student's academic or career goals. If practicable, the campus administrator or designee will meet with the student's parent/guardian to coordinate plans for the student's transition.

## **Effect of Student Withdrawal**

When a student withdraws from school before a DAEP placement order is completed, the District may complete the proceedings and issue a DAEP placement order. If the student re-enrolls in the District during the same or subsequent school year, the District may enforce the DAEP placement order at that time, minus any portion of the placement that was served by the student during enrollment in another district.

If the administrator does not issue a DAEP placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a DAEP placement order.

## **Student Transfers**

The District will decide on a case-by-case basis whether students assigned to DAEP in another Texas district, a Texas open-enrollment charter school, or an out-of-state school district will be required to complete the term of their DAEP placement or be placed directly into a regular classroom setting. In order to continue an out-of-state DAEP placement, the basis for the DAEP placement must also be a reason for DAEP placement in the enrolling district. If the out-of-state DAEP placement period exceeds one year, the District will reduce the period of the placement so that the total placement does not exceed one year unless the District determines that the student is a threat to the safety of others or extended placement is in the best interests of the student.

## **Summer School**

Students in DAEP during summer programs will be served alongside other students not assigned to DAEP.

## Summer Activities

Students whose DAEP placement continues past the end of the school year and into the next school year will not be permitted to participate in school-related activities occurring during summer months, including team camps, clinics, practices, and workouts.

## Criminal Proceedings

The review and appeal process described below is limited to retaliation or off-campus misconduct. It does not apply if the student was placed in DAEP as required by law for conduct occurring on or within 300 feet of school property, at a school-sponsored or school-related activity, or for a false alarm or report or terroristic threat involving a public school.

If the District receives notice that prosecution of a student's case was refused and no formal proceedings, deferred adjudication, or deferred prosecution will be initiated or a court or jury found the student not guilty or that the student did not engage in delinquent conduct or conduct indicating a need for supervision and dismissed the student's case with prejudice, the District will review the student's DAEP placement and will schedule a review with the student's parent/guardian no later than the third day after receiving notice. The student will not be returned to the regular classroom before the review. After reviewing the notice and receiving information from the student's parent/guardian, the administrator may only continue the student's DAEP placement if the administration has reason to believe the student's presence in the regular classroom threatens the safety of others.

The administrator's decision may be appealed to the Board. In the event of an appeal, at the next scheduled meeting the Board will: (1) review the notice, (2) hear statements from the student, the student's parent/guardian, and the administrator, and (3) confirm or reverse the decision of the administrator.

If the Board confirms the decision of the administrator, the student and the student's parent/guardian have the right to appeal to the Commissioner of Education. The student may not be returned to the regular classroom while the appeal is pending.



# Expulsion

## Reasons for Mandatory Expulsion

---

### School-Related (Level III)

A student must be expelled for any of the following misconduct that occurs on school property or while attending a school-sponsored or school-related activity on or off school property:

- Brings to school a firearm, as defined by federal law (see definitions) (Board Policy FNCG Legal)

Students whose offense involves a firearm must be assigned to JJAEP for one school-calendar year. If the offense occurs in the last six weeks of the school year, the placement may extend/begin into the first semester of the next school year. The placement duration will be determined by the hearing officer. The period or placement may not exceed one year unless, after review, it is determined that the student is a threat to the safety of other students or to District's employee.

- Possesses or uses a handgun\* on or about his or her person (see definitions) (Board Policy FNCG Legal)
- Possesses or uses a location restricted knife, on or about his or her person (Board Policy FNCG Legal)

*\* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department.*

- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (see definitions) (Board Policy FNCG Legal)
- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children (Board Policy FOD/FOC Legal)
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (see definitions) or a dangerous drug (see definitions), if the behavior is punishable as a felony (Board Policy FNCF Legal)
- Commits a serious act or offense while under the influence of an alcoholic beverage if the behavior is punishable as a felony (Board Policy FOD/FOC Legal)

### Regardless of Location

A student must be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Retaliates (see definitions) against a school employee or volunteer by committing a state-mandated expellable offense (Board Policy FOD/FOC Legal)

## Reasons for Discretionary Expulsion

---

### While in DAEP

A student may be expelled for engaging in documented serious misbehavior as defined by law (see definitions) while the student is placed in DAEP and on the DAEP site/campus despite documented behavioral interventions.

### School-Related

A student may be expelled for any of the following offenses that occur on school property, within 300 feet of school property as measured from any point on the District's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance or a dangerous drug, if the conduct is not punishable as a felony (Board Policy FNCF Legal)
- Sells, gives, delivers, possesses, uses, or is under the influence of marijuana (see definitions) or tetrahydrocannabinol (see definitions) (Board Policy FNCF Legal)
- Sells, gives, delivers, possesses, uses, or is under the influence of an alcoholic beverage or commits a serious act or offense while under the influence of an alcoholic beverage. (Board Policy FNCF Legal)
- Engages in misconduct that contains the elements of an offense relating to abusable volatile chemicals (see definitions) (Board Policy FNCF Legal)
- Commits an assault (see definitions) resulting in bodily injury to a school employee or volunteer (Board Policy FO Legal)
- Engages in deadly conduct (see definitions) (Board Policy FO/FOD/FOC Legal)

### Three Hundred Feet

Additionally, a student may be expelled for any of the following offenses that occur within 300 feet of school property as measured from any point on the District's real property boundary line:

- Possesses a firearm, as defined by federal law (see definitions) (Board Policy FNCG Legal)
- Possesses or uses a handgun\* on or about his or her person (see definitions) (Board Policy FNCG Legal)

*\* Firearm note: So long as the firearm is not brought on school property, a student will not be expelled solely for using, exhibiting, or possessing a firearm at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or while participating in or preparing for a shooting sports educational activity sponsored or supported by the Texas Parks and Wildlife Department or an organization working with the Department*

- Possesses or uses a location restricted knife, on or about his or her person, if the student is younger than 18 years of age (Board Policy FNCG Legal)
- Possesses, manufactures, transports, repairs, or sells one of the following prohibited weapons: an explosive weapon, machine gun, short-barrel firearm, armor-piercing ammunition, chemical dispensing device, zip gun, improvised explosive device, or tire deflation device (see definitions) (Board Policy FNCG Legal)

- Engages in the following misconduct as defined in the Texas Penal Code: (1) aggravated assault, (2) sexual assault, (3) aggravated sexual assault, (4) arson, (5) murder, (6) capital murder, (7) criminal attempt to commit murder or capital murder, (8) indecency with a child, (9) aggravated kidnapping, (10) aggravated robbery, (11) manslaughter, (12) criminally negligent homicide, or (13) continuous sexual abuse of a young child or children (Board Policy FOD/FOC Legal)
- Sells, gives, delivers, possesses, uses, or is under the influence of a controlled substance (see definitions) or a dangerous drug (see definitions), if the behavior is punishable as a felony (Board Policy FNCF Legal)

### Regardless of Location

A student may be expelled if the student engages in the following misconduct, regardless of whether the conduct occurred on or off campus:

- Commits aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, criminal attempt to commit murder or capital murder, or aggravated robbery against another student (Board Policy FOD/FOC Legal)
- Retaliates against a school employee or volunteer by committing an assault (see definitions) resulting in bodily injury (Board Policy FOD/FOC Legal)
- Engages in felony criminal mischief (Board Policy FOD/FOC Legal)
- Engages in breach of computer security by accessing a computer, computer network or computer system owned by or operated on behalf of a school district without consent and knowingly alters, damages, or deletes school district property or information or breaches any other computer, computer network, or computer system (Board Policy FO/FOD/FOC Legal)
- Engages in bullying (see definitions) that encourages a student to commit or attempt to commit suicide (Board Policy FFI)
- Incites violence against a student through group bullying (Board Policy FFI)
- Releases or threatens to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent (Board Policy FFI/FOD Legal)
- Commits a state-mandated expellable offense on the school property of another Texas school district or while attending a school-sponsored or school-related activity of another Texas school district
- Issues a false alarm or report (see definitions) or a terroristic threat (see definitions) involving a public school (Board Policy FO/FOD/FOC Legal)

### Title 5 Felonies Regardless of Location

In addition to the expellable conduct listed above, a student may also be expelled and placed in Juvenile Justice Alternative Education Program if the student: (Board Policy FOC Legal)

- Is arrested for a Title 5 felony offense (see definitions) or aggravated robbery
- Is charged with engaging in a Title 5 felony offense or aggravated robbery
- Received deferred adjudication or deferred prosecution for a Title 5 felony offense or aggravated robbery
- Is on probation for a Title 5 felony offense or aggravated robbery
- Was found by a court or jury to have engaged in delinquent conduct for a Title 5 felony offense or aggravated robbery

- Has been referred to a juvenile court for delinquent conduct based on a Title 5 felony offense or aggravated robbery, or
- Was convicted of a Title 5 felony offense or aggravated robbery and the administrator determines the student's presence in the regular classroom either threatens the safety of other students or teachers, is detrimental to the educational process, or is not in the best interests of the District's students.

In this circumstance, expulsion to an alternative setting may be ordered regardless of: (1) the date on which the conduct occurred, (2) the location at which the conduct occurred, (3) whether the student was enrolled in the District at the time the conduct occurred, or (4) whether the student successfully completed any court disposition requirements regarding the conduct.

A student may be subject to an expulsion under this circumstance until: (1) the student graduates from high school, (2) the charges are dismissed or reduced to a misdemeanor, (3) the student completes the term of the placement, or (4) the District assigns the student to another program. The student will be entitled to the same periodic review afforded to other students in alternate settings. An expulsion ordered in this case is final and may not be appealed beyond the Board of Trustees.

## Procedure for Expulsion

---

### Central Office Hearing

The Board delegates to the Student Discipline and Placement Department and its administrators the authority to expel a student to JJAEP. The hearing officer shall not be bound by the findings or conclusions of any prior hearings, procedures, or decisions.

Students alleged to have committed an expellable offense will receive a hearing before the Hearing Officer within a reasonable time following the alleged misconduct. The student's parent/guardian will be informed of the basis for the proposed expulsion and will be invited in writing to attend the hearing. After trying to inform the student and parent/guardian of the hearing, the District may hold the hearing regardless of whether the student or the student's parent/guardian attends. At the hearing, the student is entitled to:

### Hearing Rules and Procedures

The hearing officer shall conduct an in-person conference, virtual, and/or teleconference for a student who is being recommended for a placement in a Level II or III DAEP. The hearing officer must consider mitigating factors (refer to pg.16). These are considerations for both mandatory and discretionary conferences. When possible, this conference shall be held within three days of the time of the offense. If after notice is provided to the student and the parent/guardian regarding the time and location of the conference, the hearing officer may hold the conference regardless of whether the student or student's parent/guardian attends. During the conference, the following procedures may be followed:

- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District; and
- Advise the student of the conduct or offense with which he/she is charged
- Permit the student the opportunity to explain his/her version of the incident
- Permit the student to have adult or legal representation. The District may be represented by an employee or legal counsel
- Written statements from witnesses or parties may be introduced
- No formal rules of evidence will be observed. Each party in turn, beginning with the District, shall be permitted to develop or defend the charge, present evidence and request appropriate action of the central hearing officer

- The hearing officer shall remain impartial. The hearing officer shall assist the parties in presenting all the facts in order to present a full account of the incident. The hearing officer's decision will be based upon a consideration of the credible evidence offered and the discipline philosophy of the District. If the student is expelled to JJAEP, not later than the second business day after the hearing, the Board's designee will deliver to the Juvenile Court a copy of the order placing a student in at JJAEP and information required by Section 52.04 of the Family Code
- The student must enroll in the disciplinary alternative education program when the hearing officer informs the family a decision has been made to place the student in the DAEP regardless of if the family decides to appeal the decision
- The Student Discipline and Placement Department reserves the right to adjust the length of placements and determine the level of offense, as deemed appropriate under the circumstances present in each case
- Representation by an adult, including the student's parent/guardian, who can provide guidance to the student and who is not an employee of the District
- An opportunity to question the District's witnesses; and
- An opportunity to testify and to review and present evidence and witnesses in the student's defense

Additional proceedings may be conducted and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

## Record

Additional proceedings may be conducted, and additional discipline may be imposed if the student engages in additional misconduct while the student is already expelled.

All proceedings shall be electronically recorded, or a stenographic record made to preserve a verbatim transcript of the hearing for appeal purposes. If the conference/hearing is conducted by teleconference, all involved parties will have their cameras on, audio working properly for recording purposes.

## Interim Placement

Until an expulsion hearing can be held, the student may be placed in another appropriate classroom, in-school suspension, out-of-school suspension, or DAEP.

## Expulsion Order

If the outcome of the expulsion hearing is that the student will be expelled, the appropriate administrator will issue an expulsion order and provide a copy to the student and the student's parent/guardian. If the duration of the expulsion differs from the guidelines in the SCC, the expulsion order will give notice of the inconsistency.

The District will send a copy of the expulsion order to the juvenile court no later than the second business day after the expulsion hearing. A copy of the expulsion order will be included with any records sent to a school where the student seeks to enroll. The enrolling school district has discretion to enforce the expulsion order.

## Length of Expulsion

The duration of the expulsion will be determined on a case-by-case basis using the criteria identified in the "Discipline Considerations" section of this SCC. Both mandatory and discretionary expulsions will result in expulsion for up to 60 school days.

School days counted towards completion of the expulsion term will be determined at the discretion of the District. Students who bring a firearm (as defined by federal law) to school will be expelled from the regular classroom for at least one calendar year except as modified by the administrator on a case-by-case basis.

An expulsion will not exceed one calendar year unless, after review, the District determines that:

the student is a threat to the safety of other students or to District employees; or (2) extended expulsion is in the best interest of the student.

Students expelled at the end of one school year may be required to complete the term of their expulsion at the beginning of the next school year.

## Other Expulsion Issues

---

### Academic Impact

Students will not receive academic credit for work missed during the period of expulsion unless the student is enrolled in a Juvenile Justice Alternative Education Program (JJAEP) or other District-approved program or as necessary to provide a free appropriate public education under IDEA.

### Participation in Activities

Expelled students are prohibited from being on school grounds or attending or participating in school-sponsored or school-related activities while expelled.

### Age Restrictions

Students under the age of ten who engage in expellable behavior will not be expelled, but will be placed in DAEP.

### Effect of Student Withdrawal

If a student withdraws from the District before the expulsion hearing is conducted, the District may proceed with conducting the hearing after sending written notice to the parent/guardian and student. If the student re-enrolls during the same or subsequent school year the District may enforce the expulsion order at that time; students will be credited for any expulsion period that was served by the student while enrolled in another district.

If the administrator does not issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue an expulsion order.

### Student Transfers

The District will decide on a case-by-case basis whether students expelled from another Texas district or from an out-of-state school district will be required to complete the term of their expulsion, be placed in DAEP for the duration of the expulsion term or be placed directly into a regular classroom setting. To continue an out-of-state expulsion, the basis for the expulsion must also be a reason for expulsion in the enrolling district. If the out-of-state expulsion period exceeds one year, the District will reduce the period of expulsion so that it does not exceed one year unless the District determines that the student is a threat to the safety of others or extended expulsion is in the best interest of the student.



## Expulsion Appeals

A student or a student's parent(s) or guardian(s) may appeal in writing a Level III expulsion to the Juvenile Justice Education Program (JJAEP), to the superintendent or designee, both of which have been designated by the Board. This written appeal must be delivered to the Superintendent's office within five working days after receiving notification of the expulsion. Parent(s) and/or guardian(s) may also submit any information they believe is relevant to the appeal. The superintendent or designee may also investigate and request additional information that was not presented at the original hearing. If after review, the superintendent or designee determines that the reasons given in support of the expulsion are sound and substantiated, he or she shall issue a written notice informing the parent(s) and/or guardian(s) of his or her decision to sustain the expulsion within three working days of the conclusion of the review. The superintendent or designee may also take any action he or she deems appropriate to modify or overturn the placement and will notify the parent(s) and/or guardian(s) promptly of his or her decision in this regard. If at the conclusion of the investigation, additional information is brought forth that might increase the consequence, the superintendent or designee will review (within three days) the new information with parent(s) and/or guardian(s). Following this review, the superintendent or designee will issue a final ruling. Noncustodial parent(s) and/or guardian(s) may request in writing a copy of any written notification relating to a student's expulsion from school that is generally provided by the District to a student's parents. Consequences will not be delayed pending the outcome of the appeal.

## Searches, Board Policy FNF Legal

The Fort Worth ISD School officials may search a student's outer clothing, pockets, or property by establishing reasonable suspicion or securing the student's voluntary consent.

A search is reasonable if it meets both of the following criteria: The action is justified at the inception; i.e., the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation. The scope of the search is reasonably related to the circumstances that justified the search in the first place; i.e., the measures adopted are reasonably related to the objectives of the search and are not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

## Desks and Lockers

Desk, lockers, and similar items are the property of the District and are provided for student use as a matter of convenience. Lockers and desks are subject to blanket/random searches or inspections by District administrators. Searches or inspections may be conducted at any time and without notice. Students shall be fully responsible for the security and contents of desks or lockers assigned to them. Students shall make certain that lockers are locked, and that keys or combinations are not given to others. Students shall not place or keep in a desk or locker any article or material prohibited by law, District policy, or the Student Code of Conduct. Students shall be held responsible for any prohibited items found in their desks or lockers.

## Vehicles

Students shall be fully responsible for the security and contents of vehicles parked on school property. Students shall make certain that their parked vehicles are locked and that the keys are not given to others. Students shall not place or keep in a vehicle on school property any article or material prohibited by law, District policy, or the Student Code of Conduct. If there is reasonable cause to believe that a vehicle on school property contains contraband, it may be searched by school officials or by personnel whose services have been engaged by the District to conduct such searches. Students shall be held responsible for any prohibited items found in their vehicles on school property. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parent. If the parents also refuse the search, the District may contact local law enforcement officials and turn the matter over to them, or the District may conduct the search.

The District shall use specially trained non-aggressive dogs to sniff out and alert to the current presence of concealed prohibited items and illicit substances as defined in FNCF (LOCAL) and alcohol; visits to the school shall be unannounced. The dogs shall be used to sniff the air in vacant classrooms, in vacant common areas, around student lockers and around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle or an item in a classroom, the area may be searched by school officials. Searches of vehicles shall be conducted as described above.

### Electronic Storage

A peace officer may not search a person's cellular telephone or other wireless communications device, pursuant to a lawful arrest of the person, without obtaining a warrant under Code of Criminal Procedure 18.0215. A peace officer MAY search a cellular telephone or other wireless communications device without a warrant if:

- The owner or possessor of the telephone or device consents to the search
- The telephone or device is reported stolen by the owner or possessor; or
- The officer reasonably believes that: warrant has been issued for committing a felony offense; or there exists an immediate life-threatening situation, as defined by Code of Criminal Procedure 18.20. Code of Crim. Proc. 18.0215

**Specifically:** Lockers may be sniffed by trained dogs at any time. Vehicles parked on school property may be sniffed by trained dogs at any time. Classrooms and other common areas may be sniffed by trained dogs at any time students are not present. If contraband of any kind is found, the student shall be subject to appropriate disciplinary action. The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, a student's vehicle parked on school property or on the student's person as a result of a search conducted in accordance with the policy.

### Metal Detectors

The District shall not tolerate actions that endanger the wellbeing of students or faculty or disrupt the educational process. Accordingly, upright, or hand-held metal detectors may be randomly used any time by the administration to safeguard students and maintain a safe environment.

Students shall be notified at the beginning of each school year that they will be subject to search by a metal detector on a random basis. All prohibited weapons and/or illegal contraband revealed shall be confiscated and turned over to applicable law enforcement agencies, which shall determine whether to initiate criminal prosecution. (See Board Policy FNCF or FNCG) Contraband found to be in violation of school board policy shall be confiscated by school personnel. School administrators will determine what, if any, disciplinary action is taken.

If a student refuses to comply with a metal detector search, the parent(s) and/or guardian(s) will be contacted. If the parent(s) and/or guardian(s) support their child's decision to refuse, the school liaison officer shall determine if a search is now mandatory for the safety of all. If not, the student shall be removed from the campus immediately and will be subject to appropriate disciplinary action. The second time a student refuses to comply with a metal detector search will result in immediate removal from school pending a central office conference.

### Photographic/Video/Audio

District video/audio equipment shall be used for safety purposes in monitoring student behavior on buses and in common areas on the district's campuses. Students may not photograph, videotape, or otherwise record students or staff during the instructional school day.

No photograph, video recordings or audio recordings may be taken or made on Fort Worth ISD premises unless authorized by the Superintendent, her/his designee, or principal for educational or school-related purposes. (section 26.009 of the Texas Education Code applies).



## General Security - Acceptable Use Policy

The Superintendent or designee shall implement, monitor, and evaluate electronic media resources for instructional and administrative purposes.

Access to the Districts' electronic communications systems which may include computers, software, communication tools (email, chat), access to internal networks (intranet), and access to external networks (internet) is a privilege, not a right. Fort Worth ISD requires that these systems be used in a responsible way, ethically, and in compliance with all legislation and other Fort Worth Independent School District (District) policies. [See Board Policy CQ]

All users shall be required to acknowledge receipt and understanding of all administrative regulations governing the use of the system and shall agree in writing to comply with such regulations and guidelines. Noncompliance with applicable regulations and guidelines may result in suspension or terminations of privileges and other disciplinary action consistent with District Policies. [See Board Policies DH and CQ, and the Student Code of Conduct]

## Acceptable Use of Assets

Assets include, but are not limited to, physical equipment such as desktop computers, servers, printers, laptops, telephones, mobile devices, and removable media (such as USB flash drives), as well as systems and services, such as the organizational network, internet, voicemail, and more. Organizational data is also considered to be an asset. All devices and systems are property of the District, and all use must be in accordance with established policies, standards, and guidelines.

This policy is applicable to all District stakeholders including full-time, part-time, and temporary employees, contractors, students, and interns. The requirements defined in this policy are applicable to all data, systems, and services owned and/or managed by the District.

Electronic mail transmissions and other use of the electronic communication system by students and employees shall not be considered confidential and may be monitored at any time by designated District staff.

## Noncompliance

Violations of this policy will be treated like other allegations of wrongdoing at the District and will be investigated per established procedures. Sanctions may include, but are not limited to, one or more of the following:

- 1) Oral and/or written warning
- 2) For Employees: Probation, suspension, or termination of employment
- 3) Discipline in accordance with the Student Code of Conduct
- 4) Legal action per applicable laws and contractual agreements

[View complete Acceptable Use of Assets Policy here.](#)

## Notice of Non-Disclosure

In accordance with Title IX, the district does not and is required not to discriminate on the basis of sex its educational programs or activities. The requirement not to discriminate extends to admission and employment. Inquiries about the application of Title IX may be referred to the district's Title IX Coordinator (see below), to the Assistant Secretary for Civil Rights of the Department of Education, or both. Other federal laws that prohibit discrimination include Title VI, Section 504, the Age Discrimination Act, the Boy Scouts Act, and Title II.

The district has designated and authorized the following employee as the Title IX Coordinator to address concerns or inquiries regarding discrimination on the basis of sex, including sexual harassment, sexual assault, dating violence, domestic violence, stalking, or gender-based harassment: Cynthia Allen, Title IX Coordinator, Office of Employee Services 7060 Camp Bowie Boulevard, Fort Worth, Texas 76116 Telephone: (817) 814-1833, E-mail: [Cynthia.Allen1@fwisd.org](mailto:Cynthia.Allen1@fwisd.org)

Reports can be made at any time and by any person, including during non-business hours, by mail, phone, or email. During district business hours, reports may also be made in person. Upon the district receiving notice or an allegation of sex-based harassment, the Title IX Coordinator will promptly respond in accordance with the process described at FFH(LOCAL).

For concerns regarding discrimination based on disability, see ADA/Section 504 Coordinator/Foster Care Liaison Patricia Sutton, Director of Special Programs 7060 Camp Bowie Boulevard, Fort Worth, Texas 76116 Telephone: (817) 814-2876, E-mail: [Patricia.Sutton@fwisd.org](mailto:Patricia.Sutton@fwisd.org)

### **For Other Complaints and Concerns**

Usually, student or parent complaints or concerns can be addressed by a phone call or a conference with the teacher or principal. For those complaints that cannot be handled so easily, the District has adopted a standard complaint policy at FNG (LOCAL) in the district's policy manual. A copy of the policy can be obtained from the principal's office or on the district's Web site at <http://pol.tasb.org/Policy/Code/1101?filter=FNG>.

In general, the student or parent should submit a written complaint and request a conference with the campus principal. If the concern is not resolved, a request for a conference should be sent to the Superintendent's designee. If still unresolved, the District provides or the complaint o be presented to the Board.

# Definitions

## **ABUSABLE VOLATILE CHEMICALS**

Those substances as defined in Texas Health and Safety Code § 485.001.

## **ALCOHOLIC BEVERAGE**

Those substances as defined in Texas Alcoholic Beverage Code § 1.04.

## **ARMOR-PIERCING AMMUNITION**

Handgun ammunition that is designed primarily for the purpose of penetrating metal or body armor and to be used primarily in pistols and revolvers or other firearms.

## **ASSAULT**

For student discipline purposes, intentionally, knowingly, or recklessly causing bodily injury to another.

## **BODILY INJURY**

Physical pain, illness, or impairment of a physical condition.

## **BULLYING**

A single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves written or verbal expression, including electronic communication, or physical conduct that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property or on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity, and that: (1) has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; (2) is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student; (3) materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or (4) infringes on the rights of the victim at school, including cyberbullying (see definition below). See District policy FFI for additional information regarding bullying.

## **CAMPUS BEHAVIOR COORDINATOR**

A Campus Behavior Coordinator, which has to be an administrator, is primarily responsible for maintaining student discipline and the implementation of any disciplinary actions. A campus behavior coordinator shall respond by employing appropriate discipline management techniques consistent with the Student Code of Conduct that can reasonably be expected to improve the student's behavior before returning the student to the classroom. If the student's behavior does not improve, the campus behavior coordinator shall employ alternative discipline management techniques outlined in the Student Code of Conduct.

## **CHEMICAL DISPENSING DEVICE**

A device other than a small chemical dispenser sold commercially for personal protection, that is designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on an individual.

## **CLUB**

An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk.

**CONTROLLED SUBSTANCE**

A substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**CRIMINAL STREET GANG**

Three or more persons having a common identifying sign or symbol or an identifiable leadership which continuously or regularly associate in the commission of criminal activities.

**CYBERBULLYING**

Bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet based or electronic communication tool and that occurs off school property or outside of a school-sponsored or school-related activity, if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**DANGEROUS DRUG**

Substances as defined in Chapter 483 of the Texas Health and Safety Code, specifically a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act.

**DEADLY CONDUCT**

Recklessly engaging in conduct that places another in imminent danger of serious bodily injury or by knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**DEADLY WEAPON**

A firearm or anything manifestly designed, made, or adapted for the purpose of inflicting death or serious bodily injury or anything that in the manner of its use or intended use is capable of causing death or serious bodily injury.

**E-CIGARETTE**

"E-cigarette" means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term does not include a prescription medical device unrelated to the cessation of smoking. The term includes 1) a device described by the statute regardless of whether the device is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description, and 2) any component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**EXPLOSIVE WEAPON**

Any explosive or incendiary bomb, grenade, rocket, or mine that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror. It includes a device designed, made or adapted for delivery or shooting an explosive weapon.

**FALSE ALARM OR REPORT**

Knowingly initiating, communicating, or circulating a report of a present, past, or future bombing, fire, offense, or other emergency that is known to be false or baseless and that would ordinarily (1) cause action by an official or volunteer agency organized to deal with emergencies; (2) place a person in fear of imminent serious bodily injury; or (3) prevent or interrupt the occupation of a building, room, place of assembly, publicly accessible place, or mode of conveyance such as an automobile.

**FIGHTING**

Two or more persons engaged in any mutual violent or physically aggressive contact toward each other such as scuffling, pushing, shoving, or hitting.

**FIREARM (Federal law)**

(1) any weapon, including a starter gun, that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm weapon; or (4) any destructive device, such as any explosive, incendiary or poison gas bomb, grenade, missile, rocket, or mine.

**FIREARM (State law)**

Any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use.

**FIREARM SILENCER**

Any device designed, made, or adapted to muffle the report of a firearm.

**GANG**

An organization, combination, or association of persons composed wholly or in part of students that (1) seeks to perpetuate itself by taking in additional members on the basis of the decision of the membership rather than on the free choice of the individual, or (2) that engages in illegal and/or violent activities. In identifying gangs and associated gang attire, signs, or symbols, the District will consult with law enforcement authorities.

**GRAFFITI**

Making marks of any kind on the tangible property of another without the effective consent of the owner.

**HANDGUN**

Any firearm designed, made, or adapted to be fired with one hand.

**HARASSMENT (as defined by Board Policy and federal law)**

Threatening to cause harm or bodily injury to another, engaging in intimidating conduct, causing physical damage to the property of another, subjecting another to physical confinement or restraint, maliciously taking any action that substantially harms another's physical or emotional health or safety, or other conduct prohibited by District policy FFH or DIA that is so severe, persistent, or pervasive that it has the purpose or effect of substantially or unreasonably interfering with a student's performance; creates an intimidating, threatening, hostile, or offensive educational environment; affects a student's ability to participate in or benefit from an educational program or activity; or otherwise adversely affects the student's educational opportunities. (See also definition of Sexual Harassment, below.)

**HARASSMENT (as defined by the Penal Code)**

Actions against a school employee with intent to harass, annoy, alarm, abuse, torment, or embarrass, whereby the student initiates the communication and makes a comment, request, suggestion, or proposal that is obscene; threatens, in a manner reasonably likely to alarm the employee receiving the threat, to inflict bodily injury on the employee or to commit a felony against the employee, a member of the employee's family or household, or the employee's property; conveys, in a manner reasonably likely to alarm the employee receiving the report, a false report, which is known by the student to be false, that another person has suffered death or serious bodily injury; sends repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend an employee of the District; or publishes on an Internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern.

**HAZING**

Any act, occurring on or off the campus, by one person alone or acting with others, directed against a student, for the purposes of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization, if the act constitutes any type of physical brutality, involves sleep deprivation, exposure to the elements, confinement in a small space, calisthenics, or other similar activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student, or involves the consumption of a food, liquid, alcoholic beverage, liquor, drug, or other substance, including in amounts that would lead a reasonable person to believe the student is intoxicated. Hazing includes soliciting, encouraging, directing, aiding, or attempting to aid another student in engaging in hazing, as well as having firsthand knowledge of the planning or occurrence of a specific student hazing incident without reporting the incident to a school administrator, a peace officer, or a law enforcement agency. Consent to or acquiescence in the hazing activity does not excuse the student of responsibility for the misconduct.

**HIT LIST**

List of people targeted to be harmed using a firearm, knife, or any other object to be used with intent to cause bodily harm.

**IMPROVISED EXPLOSIVE DEVICE**

A completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components. The term does not include unassembled components that can be legally purchased and possessed without a license, permit, or other governmental approval; or an exploding target that is used for firearms practice, sold in kit form, and contains the components of a binary explosive.

**INDECENT EXPOSURE**

Those acts defined in Texas Penal Code § 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**INTENT**

The design, resolve, determination, or state of mind with which a person acts, ordinarily proven through inferences drawn from the act and/or circumstances surrounding the act. Intent includes the conscious objective or desire to engage in the conduct or cause the result, an awareness that the conduct is reasonably certain to cause the result, or disregard of a substantial and justifiable risk when there is an awareness that the circumstances exist or the result will occur. The fact that a student may not have been motivated by a desire to violate the SCC does not preclude imposing a disciplinary consequence so long as the student intended to engage in the underlying conduct that violated the SCC.

**INTIMATE VISUAL MATERIAL**

Visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.



**INVASIVE VISUAL RECORDING**

A person commits an offense if, without the other person's consent and with intent to invade the privacy of the other person, the person (1) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of an intimate area of another person if the other person has a reasonable expectation that the intimate area is not subject to public view; (2) photographs or by videotape or other electronic means records, broadcasts, or transmits a visual image of another in a bathroom or changing room; or (3) knowing the character and content of the photograph, recording, broadcast, or transmission, promotes a photograph, recording, broadcast, or transmission described above.

**KNIFE**

A bladed hand instrument that is capable of inflicting serious bodily injury or death by cutting or stabbing, including a switchblade.

**KNUCKLES**

Any instrument consisting of finger rings or guards made of a hard substance that is designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**LOCATION-RESTRICTED KNIFE**

A knife with a blade over 5 ½ inches.

**MACHINE GUN**

Any firearm capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**MARIJUANA**

The plant *Cannabis sativa* L., whether growing or not, the seeds of that plant, and every compound, manufacture, salt, derivative, mixture, or preparation of that plant or its seeds.

**ON OR ABOUT HIS OR HER PERSON**

Within the student's control and within arm's reach.

**PARAPHERNALIA**

Any article or device used or intended for use to inject, ingest, inhale, or otherwise introduce marijuana, a controlled substance, a dangerous drug, or an alcoholic beverage into the human body, including but not limited to roach clips, rolling papers, needles, baggies with residue, razor blades, or pipes.

**PERSISTENT**

Three or more violations of the SCC or repeated occurrences of the same violation.

**POSSESSION**

To have in or on (1) a student's person or in the student's personal property, such as the student's clothing, purse, or backpack; (2) in any conveyance used by the student for transportation to or from school or school-related activities, such as an automobile, truck, motorcycle, or bicycle; or (3) any other school property used by the student, such as a locker or desk.

**POSSESSION OR PROMOTION OF LEWD VISUAL MATERIAL DEPICTING A CHILD**

Possessing, accessing, or promoting, lewd visual material depicting a child, as further defined by Texas Penal Code § 43.25 and punishable as a felony.

**PROHIBITED WEAPONS**

A prohibited weapon includes the following items: armor-piercing ammunition, chemical dispensing device, explosive weapon, machine gun, short-barrel firearm, zip gun, improvised explosive device or tire deflation device as further defined in Texas Penal Code § 46.05.

**PUBLIC LEWDNESS**

Those acts defined in Texas Penal Code § 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**REASONABLE BELIEF**

A determination that misconduct occurred made by the administrator using all available factual and legal information, including information furnished under Article 15.27 of the Code of Criminal Procedure.

**RETALIATE**

Harming or threatening to harm another (1) on account of their service as a District employee or volunteer, (2) to prevent or delay another's service to the District, or (3) because the person intends to report a crime, including posting the residence address or telephone number of the employee on a publicly accessible website with intent to threaten harm or cause harm to the employee or the employee's family or household.

**SELF-DEFENSE**

To claim self-defense, the student must (1) be without fault in provoking the encounter and not act as the aggressor, and (2) use the minimum force required to remove himself or herself from immediate danger of harm. Actions that escalate or continue the encounter will not be considered self-defense. Interactions prior to the encounter will also be considered.

**SERIOUS MISBEHAVIOR**

To engage in (1) deliberate violent behavior that poses a direct threat to the health or safety of others, (2) extortion to gain money or other property by force or threat, (3) coercion, meaning to threaten to either commit an offense; inflict bodily harm; accuse a person of any offense; expose a person to hatred, contempt, or ridicule; or to harm the credit of any person, (4) public lewdness as defined in Texas Penal Code § 21.07, (5) indecent exposure as defined in Texas Penal Code § 21.08, (6) criminal mischief as defined in Texas Penal Code § 28.03, (7) personal hazing as defined in Texas Education Code § 37.152, or (8) harassment of a student or District employee as defined in Texas Penal Code § 42.07(a)(1).

**SEX OFFENDER**

A student required to register as a sex offender under Chapter 62 of the Code of Criminal Procedure for an offense committed on or after September 1, 2007. The term does not include a student who (1) is no longer required to register as a sex offender under Chapter 62, (2) is exempt from registering as a sex offender under Chapter 62, or (3) receives an early termination of the obligation to register as a sex offender under Chapter 62.

**SEXUAL HARASSMENT**

Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature, or conduct on the basis of sex prohibited by District policy FFH or FNC, when it is so severe, persistent, pervasive, and objectively offensive that it has the purpose or effect of effectively denying a person equal access to an educational program or activity. Conduct that meets the definitions of sexual assault, dating violence, domestic violence or stalking under federal law.

**SHORT-BARREL FIREARM**

A rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun if, as altered, has an overall length of less than 26 inches.



**SWITCHBLADE KNIFE**

Any knife with a blade that folds, closes, or retracts into the handle or sheath and that opens automatically by pressing a button or other device located on the handle or opens or releases a blade from the handle or sheath by the force of gravity or centrifugal force. It does not include a knife that has a spring, detent, or other mechanism designed to create a bias toward closure and that requires exertion applied to the blade by hand, wrist, or arm to overcome the bias toward closure and open the knife (also known as one-handed openers or assisted openers).

**TELECOMMUNICATIONS DEVICE**

Any type of device that (1) emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, or (2) permits the recording, transmission, and/or receipt of messages, voices, images, or information in any format or media, electronic or otherwise. It does not include an amateur radio under control of someone with an amateur radio license.

**TERRORISTIC THREAT**

Threats to commit any offense involving violence to any person or property with intent to (1) cause a reaction by an official or volunteer agency organized to deal with emergencies; (2) place any person in fear of imminent serious bodily injury; (3) prevent or interrupt the occupation or use of a building, room, place of assembly, place to which the public has access, place of employment or occupation, aircraft, automobile, or other form of conveyance, or other public place; (4) cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service; (5) place the public or a substantial group of the public in fear of serious bodily injury; or (6) influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the District).

**TETRAHYDROCANNABINOL (THC)**

The primary psychoactive component of the cannabis plant. A THC concentration of .3% or greater is prohibited in Texas.

**TIRE DEFLATION DEVICE**

A device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**TITLE 5 FELONY OFFENSES**

Offenses against the person that, depending on the circumstances, may include murder; capital murder; manslaughter; criminally negligent homicide; unlawful restraint; kidnapping; aggravated kidnapping; trafficking of persons; unlawful transport; assault; aggravated assault; sexual assault; aggravated sexual assault; improper relationship between educator and student; indecency with a child; injury to a child, an elderly person, or a disabled person; abandoning or endangering a child; invasive visual recording; sexual coercion; deadly conduct; terroristic threat; aiding a person to commit suicide; harassment by a person in a correctional facility; continuous sexual abuse of a young child or children; bestiality; voyeurism; disclosure or promotion of intimate visual material; and tampering with a consumer product.

**UNDER THE INFLUENCE**

When in the employee's professional judgment, the student does not have the normal use of mental or physical faculties likely attributable to the student's use of a prohibited substance. Such impairment may be evidenced by the symptoms typically associated with drug or alcohol use or other abnormal or erratic behavior or by the student's admission. The student need not be legally intoxicated.

**USE**

With respect to substances, voluntarily injecting, ingesting, inhaling, or otherwise introducing a prohibited substance into the body. With respect to objects or devices, putting into action or service or carrying out an action or purpose with the object or device.

**VIOLENCE**

Behavior involving physical force intended to hurt, or damage someone or something. Including but not limited to physical aggression, assault behaviors, mutual fights, and bullying.

**ZIP GUN**

A device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

# Acknowledgment Form

## Fort Worth ISD 2024-2025 Student Code of Conduct

Dear Parent/Guardian:

This Student Code of Conduct provides information regarding expectations for student behavior and consequences for misconduct. Please read and review the information in the Student Code of Conduct with your student so that you have a clear understanding of its content. Once you and your student have reviewed the Student Code of Conduct, please sign the acknowledgment form listed below and return it to Campus Behavioral Coordinator.

Please contact your student's teacher or campus administrator if you have any questions about the Code.

Student's Name: \_\_\_\_\_

Student's Campus: \_\_\_\_\_ Grade Level: \_\_\_\_\_

I have read and understand the Fort Worth ISD's Student Code of Conduct for the 2024-2025 school year. I understand that \_\_\_\_\_ (student name) will be held accountable for the behavior expectations and disciplinary consequences outlined in the Student Code of Conduct. I understand that the Student Code of Conduct governs all behavior at school, at school-sponsored and school-related activities, during online or other remote instruction, during school-related travel, or while traveling in a vehicle owned or operated by the District. I also understand the Student Code of Conduct governs some designated behaviors occurring within 300 feet of school property, some designated behaviors occurring off-campus, including certain electronic communications and postings, and any school-related misconduct regardless of time or location. I understand that a referral for criminal prosecution is possible for certain violations of law.

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Student Printed Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE AUTHORIZATION TO NEGOTIATE AND AWARD FOR CONTRACTED SERVICES FOR DIAGNOSTICIANS, OCCUPATIONAL, PHYSICAL, SPEECH LANGUAGE, AND MUSIC THERAPY FOR STUDENTS WITH SPECIAL NEEDS**

**BACKGROUND:**

The Board approved Contracted Services for Diagnosticians, Occupational, Physical, Speech Language, and Music Therapy for students with special needs in 2017, with the option to renew for five (5) years. The 2023-2024 school year was the final renewal year under RFP 17-079. RFP 24-059 was issued to solicit responses from qualified providers to provide special education assessment, instructional and related services district - wide for students ranging from 3 to 22 years of age in compliance with Texas and federal law. Services are provided in accordance with each students' Individualized Education Plan (IEP) as deliberated through the Admission, Review, and Dismissal (ARD) Committee. Responses were evaluated by a selection committee to determine the best value for the District based on evaluation criteria defined in the RFP for multiple vendors. Specialized Learning department requests approval of the top ten vendors selected for RFP 24-059. The period of performance will be from 7/1/2024 through 6/30/2025, with the option to renew for five years in one (1) year increments, contingent upon funding.

**STRATEGIC GOAL:**

1 - Increase Student Achievement

**ALTERNATIVES:**

1. Approve Contracted Services for Diagnosticians, Occupational, Physical, Speech Language and Music Therapy for Students with Special Needs
2. Decline to Approve Contracted Services for Diagnosticians, Occupational, Physical, Speech Language and Music Therapy for Students with Special Needs
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve authorization to negotiate and award contracts for Services for Diagnosticians, Occupational, Physical, Speech Language, and Music Therapy for Students with Special Needs

**FUNDING SOURCE:**        *Additional Details*

Special Revenue

224-11-6299-513

**COST:**

\$2,000,000

**VENDOR(S)/PROVIDER(S):**

Suite 200 (SHC Services)  
Accountable Healthcare Staffing Inc  
Sweet Pea Pediatric Therapy  
The Stepping Stones Group  
Soliant Health  
Clearly Speaking  
Ideal Personnel Services, LLC  
Maxim Healthcare Staffing Services  
Pristine Rehab Care LLC  
SpringHealth Behavioral Health

**PURCHASING MECHANISM:**

Competitive Solicitation  
RFP 24-059

**Solicitation Statistics**

Bid Number: 24-059  
Number of Bid/Proposals received: 38  
HUB Firms: 0  
Compliant Bids: 37

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031(b). The vendors listed above have been selected to support this purchase.

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Wide

**RATIONALE:**

Approval of this item will ensure compliance with students' IEP and will ensure provision of occupational, physical, speech, and music therapy services as required by the ARD Committee meeting for eligible students with disabilities.

**INFORMATION SOURCE:**

Dr. Tamekia Brown, Associate Superintendent, Learning & Leading Network 4

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE LOT 2 BLOCK S, ARLINGTON HEIGHTS WEST, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 4905 BENBROOK HIGHWAY, FORT WORTH, TEXAS 76116**

**BACKGROUND:**

Fort Worth Independent School District (“FWISD”) has determined that a public necessity exists to make improvements at the World Language Institute school site. The property at 4905 Benbrook Highway, Fort Worth, Texas 76116 is in the immediate vicinity of the campus. The property is owned by B Pursell Associates, Inc. d/b/a Interior Fabrics. After negotiations, the property owner has agreed to sell the property for total consideration of \$375,000 plus closing costs. This value is within the range of sales data provided by an appraiser engaged by FWISD. A contract of sale to purchase the property has been signed by the owner in the amount of \$375,000 plus closing costs. Closing is proposed to occur on or before six months from the date of this Board Resolution.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Board Resolution and Contract of Sale to Purchase Lot 2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County, Texas, Known as 4905 Benbrook Highway, Fort Worth, Texas 76116
2. Decline to Approve Board Resolution and Contract of Sale to Purchase Lot 2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County, Texas, Known as 4905 Benbrook Highway, Fort Worth, Texas 76116
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board Resolution and Contract of Sale to Purchase Lot 2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County, Texas, Known as 4905 Benbrook Highway, Fort Worth, Texas 76116

**FUNDING SOURCE:**      **Additional Details**

CIP 2021                              661-81-6619-000

**COST:**

\$375,000.00 (*plus closing costs*)

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not Applicable

Real Estate

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Operations  
Capital Improvement Program

**RATIONALE:**

The acquisition of this properties is necessary for future development of the campus.

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations



**RESOLUTION AND MOTION TO APPROVE CONTRACT OF SALE TO PURCHASE  
LOT 2 BLOCK S, ARLINGTON HEIGHTS WEST, CITY OF FORT WORTH,  
TARRANT COUNTY, TEXAS, KNOWN AS 4905 BENBROOK HIGHWAY, FORT  
WORTH, TEXAS 76116 (THE "PROPERTY")**

On this \_\_\_\_th day of July 2024, the Board of Education of the Fort Worth Independent School District ("FWISD") convened in regular session with a quorum of its members present, and;

**WHEREAS**, FWISD has determined that a public necessity exists to acquire fee simple title to Lot 2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County, Texas, for the public purpose of securing sites upon which to construct, reconstruct, and/or renovate public school buildings or related facilities and improvements, including parking facilities, or for any other purpose which may be deemed necessary by FWISD to carry out its public purposes, all according to the provisions of the Texas Constitution and laws of the State of Texas; and

**WHEREAS**, the property 4905 Benbrook Highway, Fort Worth, Texas 76116 is owned by B Pursell Associates, Inc. d/b/a Interior Fabrics ("Seller"), 4521 Benbrook Highway, Fort Worth, Texas 76116; and

**WHEREAS**, Seller has agreed to sell the Property to FWISD for a total price of \$375,000 plus closing costs; and

**WHEREAS**, FWISD engaged a certified real estate appraiser who has appraised the Property at market value within the range of the purchase price agreed to by the Seller; and

**WHEREAS**, FWISD hereby authorizes and directs Dr. Angelica M. Ramsey, in her capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

**NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT** the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

1. The Fort Worth Independent School District Board of Education hereby authorizes the purchase of the fee simple title of Lot 2 Block S, Arlington Heights West, City of Fort Worth, Tarrant County, Texas, Known as 4905 Benbrook Highway, Fort Worth, Texas 76116, owned by B Purcell Associates, Inc. d/b/a Interior Fabrics (Seller), for school related facilities and authorizes Dr. Angelica M. Ramsey, in her capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

The above Resolution and Order being read; it was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: \_\_\_\_NO: \_\_\_\_

**Passed, approved, and adopted at a regular meeting of the Board of Education held on the \_\_\_\_th day of July 2024.**

**APPROVED:**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Camille Rodriguez, President,  
Fort Worth Independent School District  
Board of Education

**ATTEST:**

\_\_\_\_\_  
Anael Luebanos, Secretary,  
Fort Worth Independent School District  
Board of Education

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**  
**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE TRACTS 3F AND 3F1, ABSTRACT 691, HORN MARY SURVEY, CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 3200 PECOS STREET FORT WORTH, TEXAS 76119**

**BACKGROUND:**

Fort Worth Independent School District (“FWISD”) has determined that a public necessity exists to make improvements at the Leadership Academy at Forest Oak Middle School site as set forth in the 2021 Capital Improvement Program. The property at 3200 Pecos Street, Fort Worth, Texas 76119 is in the immediate vicinity of the project. FWISD needs to acquire this property for expansion of the school site upon which to construct, reconstruct and/or renovate public school buildings or related facilities and improvements, including parking facilities and to fulfill the public necessity and public purpose. The property is owned by Moises Diaz and Micaela Diaz. After negotiations, the property owner has agreed to sell the property for total consideration of \$410,000 plus closing costs. This value is within the range of sales data provided by an appraiser engaged by FWISD. A contract of sale to purchase the property for \$410,000 plus closing costs has been signed by the owner. Closing is proposed to occur on or before six months from the date of this Board Resolution.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Board Resolution and Contract of Sale to Purchase Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas, Known as 3200 Pecos Street, Fort Worth, Texas 76119
2. Decline to Approve Board Resolution and Contract of Sale to Purchase Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas, Known as 3200 Pecos Street, Fort Worth, Texas 76119
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board Resolution and Contract of Sale to Purchase Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas, Known as 3200 Pecos Street, Fort Worth, Texas 76119

**FUNDING SOURCE:**      **Additional Details**

CIP 2021                      661-81-6619-000

**COST:**

\$410,000.00 (*plus closing costs*)

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not Applicable

Real Estate

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Operations  
Capital Improvement Program

**RATIONALE:**

The acquisition of these properties is necessary for the development of the campus.

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

**RESOLUTION AND MOTION TO APPROVE CONTRACT OF SALE TO PURCHASE  
TRACTS 3F AND 3F1, ABSTRACT 691, HORN MARY SURVEY, CITY OF FORT  
WORTH, TARRANT COUNTY, TEXAS, KNOWN AS 3200 PECOS STREET, FORT  
WORTH, TEXAS 76119 (THE "PROPERTY")**

On this **23rd** day of July 2024, the Board of Education of the Fort Worth Independent School District ("FWISD") convened in regular session with a quorum of its members present, and;

**WHEREAS**, FWISD has determined that a public necessity exists to acquire fee simple title to Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas the public purpose of securing sites upon which to construct, reconstruct, and/or renovate public school buildings or related facilities and improvements, including parking facilities, or for any other purpose which may be deemed necessary by FWISD to carry out its public purposes, all according to the provisions of the Texas Constitution and laws of the State of Texas; and

**WHEREAS**, the property 3200 Pecos Street, Fort Worth, Texas 76119 is owned by Moises Diaz and Micaela Diaz ("Sellers"), 609 County Road 904 Joshua, Texas 76058; and

**WHEREAS**, Sellers have agreed to sell the Property to FWISD for a total price of \$410,000 plus closing costs; and

**WHEREAS**, FWISD engaged a certified real estate appraiser who has appraised the Property at market value within the range of the purchase price agreed to by the Sellers; and

**WHEREAS**, FWISD hereby authorizes and directs Dr. Angelica M. Ramsey, in her capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

**NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT** the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

1. The Fort Worth Independent School District Board of Education hereby authorizes the purchase of the fee simple title of Tracts 3F and 3F1, Abstract 691, Horn Mary Survey, City of Fort Worth, Tarrant County, Texas, Known as 3200 Pecos Street, Fort Worth, Texas 76119, owned by Moises Diaz and Micaela Diaz (Sellers), for school related facilities and authorizes Dr. Angelica M. Ramsey, in her capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

The above Resolution and Order being read; it was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: \_\_\_\_ NO: \_\_\_\_

**Passed, approved, and adopted at a regular meeting of the Board of Education held on the \_\_\_\_th day of July 2024.**

**APPROVED:**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Camille Rodriguez, President,  
Fort Worth Independent School District  
Board of Education

**ATTEST:**

\_\_\_\_\_  
Anael Luebanos, Secretary,  
Fort Worth Independent School District  
Board of Education

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**        **APPROVE BOARD RESOLUTION AND CONTRACT OF SALE TO PURCHASE LOT 5 BLOCK 22 OF RYAN’S SOUTHEAST ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN AS 1356 E. ROBERT STREET, FORT WORTH, TEXAS, 76104**

**BACKGROUND:**

Fort Worth Independent School District (“FWISD”) has determined that a public necessity exists to acquire land as set forth in the 2021 Capital Improvement Program. The property at 1356 E. Robert Street, Fort Worth, Texas 76104 is contiguous to and surrounded by land owned by FWISD at the Edward J. Briscoe Elementary School site. The 1356 E. Robert Street property is owned by M. Flores Company LLC. After negotiations, the property owner has agreed to sell the property for total consideration of \$40,000 plus closing costs. This value is within the range of sales data provided by an appraiser engaged by FWISD. A contract of sale to purchase the property for \$40,000 plus closing costs has been signed by the owner. Closing is proposed to occur on or before six months from the date of this Board Resolution.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve Board Resolution and Contract of Sale to Purchase Lot 5 Block 22 of Ryan’s Southeast Addition, an Addition to the City of Fort Worth, Tarrant County Texas, Known as 1356 E. Robert Street, Fort Worth, Texas, 76104
2. Decline to Approve Board Resolution and Contract of Sale to Purchase Lot 5 Block 22 of Ryan’s Southeast Addition, an Addition to the City of Fort Worth, Tarrant County Texas, Known as 1356 E. Robert Street, Fort Worth, Texas, 76104
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve Board Resolution and Contract of Sale to Purchase Lot 5 Block 22 of Ryan’s Southeast Addition, an Addition to the City of Fort Worth, Tarrant County Texas, Known as 1356 E. Robert Street, Fort Worth, Texas, 76104

**FUNDING SOURCE:**

CIP 2021

**Additional Details**

661-81-6619-000

**COST:**

\$40,000.00 (*plus closing costs*)

**VENDOR(S)/PROVIDER(S):**

Not Applicable

**PURCHASING MECHANISM:**

Not Applicable

Real Estate

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

District Operations  
Capital Improvement Program

**RATIONALE:**

The acquisition of this properties is necessary for future development of the campus.

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations



**RESOLUTION AND MOTION TO APPROVE CONTRACT OF SALE TO PURCHASE  
LOT 5 BLOCK 22 OF RYAN’S SOUTHEAST ADDITION, AN ADDITION TO THE  
CITY OF FORT WORTH, TARRANT COUNTY TEXAS, KNOWN AS 1356 E.  
ROBERT STREET, FORT WORTH, TEXAS, 76104 (THE "PROPERTY")**

On this \_\_\_\_th day of July 2024, the Board of Education of the Fort Worth Independent School District (“FWISD”) convened in regular session with a quorum of its members present, and;

**WHEREAS**, FWISD has determined that a public necessity exists to acquire fee simple title to 1356 E. Robert Street, Fort Worth, Texas 76104, comprised of Lot 5 Block 22 of Ryan’s Southeast Addition, an Addition to the City of Fort Worth, Tarrant County, Texas for the public purpose of securing sites upon which to construct, reconstruct, and/or renovate public school buildings or related facilities and improvements, including parking facilities, or for any other purpose which may be deemed necessary by FWISD to carry out its public purposes, all according to the provisions of the Texas Constitution and laws of the State of Texas; and

**WHEREAS**, the property 1356 E. Robert Street, Fort Worth, Texas 76104 is owned by M Flores Company LLC (“Seller”), 1316 N. Cozumel Street, Grand Prairie, Texas, 75051; and

**WHEREAS**, Seller has agreed to sell the Property to FWISD for a total price of \$40,000 plus closing costs; and

**WHEREAS**, FWISD engaged a certified real estate appraiser who has appraised the Property at market value within the range of the purchase price agreed to by the Seller; and

**WHEREAS**, FWISD hereby authorizes and directs Dr. Angelica M. Ramsey, in her capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

**NOW, THEREFORE, BE IT RESOLVED AND HEREBY ORDERED THAT** the Board of Education of the Fort Worth Independent School District, in accordance with local, state, and federal laws, local policies, and other pronouncements and regulations, does hereby adopt the following RESOLUTION:

1. The Fort Worth Independent School District Board of Education hereby authorizes the purchase of the fee simple title of lot 5 block 22 of Ryan’s Southeast Addition, an Addition to the City of Fort Worth, Tarrant County Texas, known as 1356 E. Robert Street Fort Worth, Texas, 76104, owned by M Flores Company LLC (Seller), for school related facilities and authorizes Dr. Angelica M. Ramsey, in her capacity as Superintendent, to take all such actions and to sign and deliver such agreements and other documents as become necessary to acquire fee simple title to the Property.

The above Resolution and Order being read; it was moved by \_\_\_\_\_ and seconded by \_\_\_\_\_ that same do pass. Thereupon, the question being called, the members of the Board voted:

AYE: \_\_\_\_NO: \_\_\_\_

**Passed, approved, and adopted at a regular meeting of the Board of Education held on the \_\_\_\_th day of July 2024.**

**APPROVED:**

**FORT WORTH INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Camille Rodriguez, President,  
Fort Worth Independent School District  
Board of Education

**ATTEST:**

\_\_\_\_\_  
Anael Luebanos, Secretary,  
Fort Worth Independent School District  
Board of Education

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES FOR APPLIED LEARNING ACADEMY IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On June 28, 2022, the Board of Education authorized entering into contracts for Job Order Contracting Services (JOC) services.

Minor renovations to support the theater classroom stage lighting improvements were identified.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Authorization to Enter Into A Contract for Job Order Contract General Contracting Services for Applied Learning Academy in Conjunction with the 2021 Capital Improvement Program to support the stage lighting improvements for the theater classroom.
2. Decline to Authorization to Enter Into A Contract for Job Order Contract General Contracting Services for Applied Learning Academy in Conjunction with the 2021 Capital Improvement Program to support the stage lighting improvements for the theater classroom.
3. Remand to Staff for Further Study

**SUPERINTENDENT'S RECOMMENDATION:**

Approve the Authorization to Enter Into A Contract for Job Order Contract General Contracting Services for Applied Learning Academy in Conjunction with the 2021 Bond to support the stage lighting improvements for the theater classroom.

**FUNDING SOURCE:**      **Additional Details**

CIP 2021                      661-81-6629-055

**COST:**

Not to Exceed \$303,000.00

**VENDOR(S)/PROVIDER(S):**

Morales Construction Services Inc. \*

**PURCHASING MECHANISM:**

Competitive Solicitation

**Bid/Proposal Statistics**

Bid Number: 22-086

Number of Bid/Proposals Received: 18

HUB Firms: 7

*\*Denotes a HUB Firm*

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program

Applied Learning Academy

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations

**ACTION AGENDA ITEM**  
**BOARD MEETING**  
**July 23, 2024**

**TOPIC:**      **APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR JOB ORDER CONTRACT GENERAL CONTRACTING SERVICES FOR TRIMBLE TECHNICAL HIGH SCHOOL IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM**

**BACKGROUND:**

On November 13, 2018, the Board of Education authorized entering into contracts for Job Order Contracting Services (JOC) services. The authority for that award and any potential renewals expired in accordance with Texas Government Code 2269 in December of 2023.

In March 2024, additional scope for the welding lab portion of the renovation project was identified. A pool of JOB Order Contracting Vendors was reviewed, and one was selected from the TIPS Purchasing Cooperative to perform the work during the summer break.

**STRATEGIC GOAL:**

2 - Improve Operational Effectiveness and Efficiency

**ALTERNATIVES:**

1. Approve the Authorization to Enter Into A Contract for Job Order Contract General Contracting Services for Trimble Technical High School in Conjunction with the 2017 Capital Improvement Program.
2. Decline to Authorization to Enter Into A Contract for Job Order Contract General Contracting Services for Trimble Technical High School in Conjunction with the 2017 Capital Improvement Program.
3. Remand to Staff for Further Study

**SUPERINTENDENT’S RECOMMENDATION:**

Approve the Authorization to Enter Into A Contract for Job Order Contract General Contracting Services for Trimble Tech High School in Conjunction with the 2017

**FUNDING SOURCE:**      **Additional Details**

CIP 2017                      671-81-6629-011

**COST:**

Not to Exceed \$340,000.00

**VENDOR(S)/PROVIDER(S):**

JS Waltz Construction

**PURCHASING MECHANISM:**

Cooperative Agreement

**PARTICIPATING SCHOOL(S)/DEPARTMENT(S)/EDUCATIONAL ENTITY:**

Capital Improvement Program  
Trimble Technical High School

**RATIONALE:**

In accordance with Board Policy CV (LOCAL), the Superintendent selected job order contracting services as the project delivery/contract award method to be used for this project. The Contractor offering the base value, in accordance with Texas Government Code §2269.401, will be selected to enter into a contract to provide these construction services.

**INFORMATION SOURCE:**

Kellie Spencer, Deputy Superintendent, District Operations