

Regular Meeting

Notice is hereby given that on Tuesday, January 30, 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 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 (*OTHER*)

Trustee Dr. Michael Ryan: Same Question as with 11.B.1 Why is there a need to limit any individual trustee from having an item placed on the agenda?

Response: BE(LOCAL) revisions were proposed by the Board Policy Committee.

2. **PLEDGES, VISION, AND MISSION (OTHER)**
Led by the Eastern Hills High School J.R.O.T.C. Cadets
3. **RECOGNITIONS (OTHER)**
 - A. Recognition of Student Greeters
 - B. School Board Appreciation Month
4. **REPORT/PRESENTATION (OTHER)**
 - A. Literacy and Math Supplemental Update
Presenters: *Charles Garcia and Melissa Kelly, Associate Superintendents, Mary Jane Bowman, Executive Director of Humanities and Academic Support Initiatives, Diane Martinez, Executive Director of Math and Science, and Meadowbrook Elementary School Principal Birkmire*
5. **BOARD COMMITTEE REPORT (OTHER)**
6. **SUPERINTENDENT REPORT (OTHER)**
7. **PUBLIC COMMENT (S and T)**
8. **COMMENTS BY BOARD MEMBERS OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)**
9. **EXECUTIVE SESSION (S and T)**

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 Talent Management
 - C. Security Implementation (Texas Government Code §551.076)
 1. Intruder Audit Findings and Corrective Action
 - D. Real Property (Texas Government Code §551.072)

10. **CONSENT AGENDA ITEMS (*S and P*)**

(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. December 12, 2023 - Regular Minutes
2. December 18, 2023 - Special Minutes

B. Governance and Strategic Communications, Toni Cordova, Chief

1. Approve First Reading - Revisions to Board Policies AE(LOCAL), BE(LOCAL), CQB(LOCAL), and CS(LOCAL)

Trustee Dr. Michael Ryan: Why is there a requested change to board policy BE (local) Any trustee should be able to have an item placed on the agenda.

Response: BE(LOCAL) revisions were proposed by the Board Policy Committee.

Anne Darr: What are some other districts in Texas that have implemented similar changes to their BE(LOCAL) policy?

2. Approve Second Reading - Revision to Board Policy DEC(LOCAL)
3. Approve Revisions to the Board Operating Procedures Manual

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

1. *Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer*
 - a. Approve Debt Service Budget Amendment for the Period Ending December 31, 2023
 - b. Approve Budget Amendment for the Period Ended December 31, 2023

Trustee Dr. Michael Ryan: What is the reason/cause for an approximate 70% increase in Transportation costs?

Response: The increase in transportation (function 34) increased as a result of the carryover on unspent TRE transportation funds as well as encumbered purchase orders from the prior year. For example, a purchase order in the amount of \$5.9 million that was placed in February 2023 for charter and activity buses is included in this number. This purchase was placed in the prior fiscal year but due to production and lead times, the buses will not be delivered until fiscal year 2023-24.

c. Approve Ratification and Future Purchases of Charter Bus Services

Trustee Dr. Michael Ryan: Is \$400,000.00 in charter transportation funding enough to cover all necessary travel? I would think that any trip over 100 miles should be on charter in addition to any travel that would be delayed due to regular bus route times. e.g. football game in Sanger. Buses on regular routes finish after 5:00pm. Band, Cheer, Drill and team need to arrive 1-2 hours before the game but waiting an hour or two for a route bus to arrive means arriving at the games after they start considering the traffic at that time.

Response: With regard to the amount requested, this was based on the prior year's expenses as follows:

2024 - \$240,055 (*Purchase orders so far, but does already include several upcoming Spring trips*)
2023 - \$384,602
2022 - \$368,201
2021 - \$28,063 (*Affected by COVID-19*)
2020 - \$259,131 (*Affected by COVID-19*)
2019 - \$349,055

Anne Darr: What guidelines, parameters, and rules will be created to determine the use of a charter bus?

Will a minimum distance to be traveled or a minimum number of travelers be required?

Response:

Current Guidelines:

For Athletics, the following parameters:

- Trips exceeding 200 miles round trip (100 miles one way)
- Student roster must exceed 40 students
- UIL Playoffs or Advancement Competitions

For Visual and Performing Arts, the following parameters are in place below for charter buses:

- Trips exceeding 100 miles one way
- Overnight stays
- Trips during blackout times for school buses
- UIL Events
- TMEA/MidWest/Organization Honor Groups
- Conference or competition travel

Note: Consideration regarding the use of charter buses will be made when FWISD buses are not available for use. All FWISD will have the ability to utilize a charter bus based on available campus/department funds, including approved fundraising activities. Fundraising activities should cover the cost of any additional or incremental cost outside of the above authorized parameters. Deviations from the above are reviewed on a case-by-case basis by Deputy Superintendent for Operations.

Will charter buses only be available for UIL events, or can a group use a charter bus for optional activities that require travel?

Response:

Charter buses are scheduled on an as-needed basis by any department and/or student activity group that requires a bus charter for travel. Having a group of pre-selected vendors allows the department and/or student group to select the best option for their specific travel. Additionally, there is no need to obtain three quotes (other than federal) so this expedites the process further.

2. *Talent Management, Woodrow Bailey III, Chief Talent Officer*

a. Approve Appraisers for the T-TESS Appraisal System Certified Since November 7, 2023

- b. Approve Ratification of Region 11 Alternative Certification Program Fees to Support Alternative Certification for High Need Areas
 3. *Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships*
 - a. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2023 - 2024
 4. *Safety and Security, Daniel Garcia, Executive Director*
 - a. Approve Ratification of Emergency Mass Communication System Renewal
 - b. Approve Purchase of Physical Security Equipment, Licensing, and Services
- D. Learning and Leading Networks
 1. *Service Network #1, Melissa Kelly, Deputy Superintendent*
 - a. Approve Purchase of Advanced Placement Spanish 3rd Edition Textbooks, Professional Development, and Licenses
 2. *Service Network #2, Charles Garcia, Associate Superintendent*
 - a. Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses
 - b. Approve Purchase of Consulting Services for the Texas Regional Pathways Network Cohort 4 Continuation Grant
 - c. Approve 2024 Advanced Placement Exam Fee

Trustee Dr. Michael Ryan: I am for paying the AP Fees. What are we doing to make sure that students taking the tests are qualified and ready to take the exam? I have watched too many students over the years use the test time as a way out of their regular classes and simply place their name on the exam or bubble in random answers.

Response:

- Campus counselors and Post-Secondary Specialists encourage students to enroll in Advanced Placement courses by explaining the benefits and possible outcomes to assist students in their post-secondary journey. Preparing these students is a high priority for the campus and the CCMR department. The initial preparation is done by the class syllabi being approved by both the College Board and campus administration prior to instructional delivery.
- Professional development is provided at various AP professional learning seminars throughout the year. The CCMR Department pays for this training and helps to support teachers in ensuring that they are well-prepared to provide quality instruction.
- In addition to current content-specific PLCs at individual campuses, the CCMR Department is developing an enhanced Professional Learning Community (PLC) model

for AP teachers to collaborate around the district. This opportunity for teachers to plan with others teaching the same materials will ensure that we share best practices and skills necessary to help students succeed.

- To ensure our students take these exams seriously, an email communication will be sent to parents/guardians prior to testing to explain the importance of AP testing for their student to gain college credit. AP teachers will also communicate with students the importance of preparing all year for the exam.
- The campus Post-Secondary Success Team (Principal, Assistant Principals, Specialist, Counselors, etc.) on each campus, in alignment with the district Post-Secondary Success Coordinator, will provide training in proper testing protocols to ensure an ideal testing environment, thereby fostering student success. The testing environment is monitored to the same levels as any other State/National level testing (STAAR, EOC, SAT, PSAT, etc.).

Trustee Anne Darr: Do FWISD students have access to AP exam preparation products, materials, modules, online instruction, etc. in addition to classroom instruction?

Response: Directly through the College Board (CB), students enrolled in an Advanced Placement course have access through their CB account to multiple free online resources to prepare for the examination and provide extra assistance during the course both inside and outside the classroom. The resources below are available in the "About the Exam" tab on The CB My AP Classroom website:

AP Daily Practice Sessions
AP Daily Videos
AP Daily: Live Review Recordings

Beyond these resources, each campus may choose to offer in-person, teacher-led test prep sessions before the exams.

3. *Service Network #4, Dr. Tamekia Brown, Associate Superintendent*
 - a. Approve Purchase of an Online Assessment Tool for Gifted and Talented Screening

Anne Darr: How are students identified as GT in addition to one's performance on the NNAT3?

Response: Students are identified using multiple data sources in compliance with the 2019 Texas State Plan for the Education of Gifted Talented Students. Specifically, the plan states the following: "Qualitative and quantitative data are collected through three (3) or more measures and used to determine whether a student needs gifted/talented services."

Below are the various data points considered once a parent or guardian gives permission for their student to be screened:

- Parent feedback
- Teacher feedback
- Available achievement data (i.e. MAP and STAAR)
- NNAT3
- Student work

The various data collected is then presented to a committee of educators from the campus (i.e. campus leadership, teachers, and a G/T teacher) to determine if the student meets the threshold of the TEA definition of G/T (Please see below).

A gifted/talented student is a child or youth who performs at or shows the potential for performing at a remarkably high level of accomplishment when compared to others of the same age, experience, or environment and who:

- exhibits high-performance capability in an intellectual, creative, or artistic area;*
- possesses an unusual capacity for leadership; or*
- excels in a specific academic field. (Texas Education Code §29.121)*

(source: <https://tea.texas.gov/academics/special-student-populations/gifted-and-talented-education>)

Ultimately, G/T screening and identification seeks to find potential and/or talent to develop through the various enrichment and acceleration opportunities provided by our G/T Teachers. We call them Talent Scouts. The G/T committees are afforded the ability to make data-driven decisions to best meet the unique needs of each student.

- b. Approve Memorandum of Understanding to Serve Eligible High School Students in Community Leadership Development Programming
- c. Approve Memorandum of Understanding for a Peer to Peer Suicide Prevention Education Program

E. Operations, Kellie Spencer, Deputy Superintendent

1. *Operations, Carl Alfred, Senior Officer Operations*
 - a. Approve Services for Monitoring Energy Management Systems
 - b. Approve Installation of Cellular Communicators for District Elevators

Anne Darr: Is the number of elevator phones that need to be replaced known?

Response: All 125 District elevators will be installed and converted to cellular communication. Rolling Hills Elementary is excluded from this number as the elevator was already installed with this feature.

- c. Approve Fire Alarm Replacement at Dolores Huerta and Meadowbrook Elementary Schools
- 2. *Athletics, Jimmy Calderon, Executive Director*
 - a. Approve Purchase of Front-End Control Video Production System
- 3. Capital Improvement Program
 - a. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Manager at Risk for Pre-Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

Trustee Dr. Michael Ryan: Shouldn't this wait until the facilities survey is complete?

Response: Riverside MS is the only middle school feeder for Riverside HS. While the facility master plan could include information that initiates conversations regarding the future consolidation of HS campuses, actual recommendations would be made to a future board and would, most likely, be contingent upon a future bond that addresses high school campuses. It would be the intent of Administration to recommend that elementary facilities be considered first.

The work planned for Riverside MS was informed by a facility condition assessment that was completed for Bond 2021. The facility data collected as part of current master facility planning will be available to inform any additional considerations as part of this project. There is no need to delay approval of the CMAR in order for this to occur.

- b. Approve Authorization to Enter into a Job Order Contract with a General Contractor for Construction Services for Amon Carter-Riverside High School in Conjunction with the 2017 Capital Improvement Program
- c. Approve Closeout Contract for Construction Services and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
- d. Approve Closeout Contract for Construction Services and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program

11. ACTION ITEMS (*S and P*)

- A. Item/Items Removed from Consent Agenda
- B. Personnel
 - 1. Executive Director of Talent Management
- C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

1. Approve 2024-2025 Traditional, Intersessional and Early College High School Calendars

Anne Darr: Knowing that many FWISD staff members live outside FWISD, are these calendars as similar as possible to the calendars of neighboring districts?

Response: The District calendar is developed with a focus on the needs of Fort Worth ISD students as the priority. In addition to input from various District stakeholder groups, the calendars of neighboring districts in Tarrant County are taken into consideration if they are available at the time of calendar development. There are similarities in First Day, Last Day, Thanksgiving Break and Winter Break. The differences in Spring Break can be attributed to our alignment with the Tarrant County College calendar due to our partnership for Early College programs throughout the District.

2. Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures

D. *Legal and District Records Management, Lynda Jackson, Senior Counsel*

1. Consider and Take Action to Terminate the Chapter 21 Probationary Contract of Otis Clayton
2. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
3. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
4. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
5. 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

E. Operations, Kellie Spencer, Deputy Superintendent

1. *Operations, Carl Alfred, Senior Officer Operations*
 - a. Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities

Trustee Dr. Michael Ryan: So I am assuming that the additional Quarter Million plus dollars is to address unforeseen groundkeeping issues over and above mowing, trimming and weeding. Is that correct?

Response: In November 2022, we issued the RFP #23-005 for Lawn

Mowing Services. This service's maximum cost was \$1,446,369.60 to cover the expenses from March 2023 through February 2024. The board approved this item to address the lawn mowing services required for our campuses during this period. However, we need additional services to finish the year from February 2024 through June 2024. Please note that the request is not for any extra services but for the necessary lawnmowing services required to complete the year.

12. ADJOURN (*OTHER*)

REPORT ONLY AGENDA ITEM
BOARD MEETING
January 30, 2023

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

Racial Equity Committee:

The Racial Equity Committee met at 5:30 p.m. on Thursday, Dec. 7, 2023. Trustee Phillips was in attendance. Also in attendance were Dr. Angélica Ramsey, Deputy Superintendent Karen Molinar, Associate Superintendents Dr. Tamekia Brown, Charles Garcia, Dr. Gracie Guerrero, and Melissa Kelly, Executive Director of Strategic Recruitment Dr. Hall, Executive Director of Leading and Learning Dr. Dorene Benavidez, Executive Director of Student & Family Experience Marta Plata, Director of Board Policy Dr. Amanda Coleman, Director of Data Analysis and Reporting Dr. Chad Davis, Family Action Center Director Dr. Carlos Walker, Student Success Coach Johannah Okweni, and community members Rickie Clark and Wanda McKinney.

Trustee Phillips opened the meeting with a welcome and initiated a round of introductions. Associate Superintendent Charles Garcia and Executive Director Chris Barksdale followed with their staff presentation entitled, “Learning & Leading: School Performance Framework” where Mr. Garcia and Mr. Barksdale detailed indicators used by Learning & Leading to assess and rate district campuses. These indicators are utilized to inform decision making about district-wide strategies and priorities for school and system improvement, inform campus improvement plans and priorities, and set targets grounded in campus data and areas of highest need. SPF scores are also utilized to tier campus support with Tier III schools receiving the highest levels of targeted support. The SPF presentation and subsequent questions and extensive discussion exhausted the time allotted for the REC meeting.

Sub-committee presentations included on the agenda were postponed due to time constraints. Trustee Phillips proposed departing from our traditional REC Meeting cadence and hosting a regular REC Meeting in January to hear sub-committee presentations.

The meeting adjourned at 6:58 p.m.

The Racial Equity Committee met at 5:30 p.m. on Thursday, Jan. 11. Trustees Phillips, Bridges, and Martinez were in attendance. Also, in attendance were Associate Superintendents Dr. Tamekia Brown and Dr. Gracie Guerrero, Executive Director of Strategic Recruitment Dr. Mia Hall, Director of Board Policy Dr. Amanda Coleman, Director of Data Analysis and Reporting Dr. Chad Davis, Family Action Center Director Dr. Carlos Walker, Equity Specialists Charlie Garcia and Porshé Nickerson, Student Success Coach Johannah Okweni, Assistant Principal Eric Poullard and community members Dr. Sue Anderson, Rickie Clark, Wanda McKinney, and Sabrina Ball.

Trustee Phillips opened the meeting with a welcome and a brief overview of the evening’s agenda. Community member Ms. Wanda McKinney followed with her presentation entitled, “School Imagery Matters” where she shared depictions of people of color she had encountered while volunteering on various campuses. Community member Rickie Clark co-presented briefly during which he recounted an experience he shared with students meeting in a high school library. He challenged students to locate a book where they felt they were depicted positively as people of color. Students found the task challenging. Committee questions following the presentation included, “When selecting library books, images, and instructional materials, is consideration

given to the depictions of people of color or the absence thereof?” Trustee Phillips proposed having leaders from Fort Worth ISD Library Media Service present at the February REC Meeting.

Executive Director Maria Mendoza and Equity Specialist Charlie Garcia presented on behalf of the Advanced Academic Courses Sub-committee. The presentation provided an in-depth look at GT, Advanced Placement, OnRamps, and Dual Credit student enrollment data by campus, grade level, and demographics. The presentation revealed possible inequities in course and program availability in district schools. Subsequent discussion and questions centered on the strategies utilized to notify parents and students of program availability, the benefits of participating in GT, Advanced Placement, OnRamps, and dual credit, as well as the identification of possible barriers to student participation. The two presentations exhausted the time allotted for the REC Meeting. The four remaining sub-committee presentations will be completed during February’s REC Meeting.

In accordance with the Racial Equity Committee’s meeting cadence, the next meeting will be held at 5:30 p.m. on Thursday, Feb. 1.

The meeting adjourned at 7:05 p.m.

Finance Committee:

The Finance Committee met on Monday, Dec. 11, 2023, via the TEAMS platform. In attendance were Trustee Quinton Phillips (Chair), Trustee Tobi Jackson and Trustee Michael Ryan. Also present were Superintendent Dr. Angélica Ramsey, Carmen Arrieta Candelaria, Maria Chavez, Patricia Young, Dr. Karen Molinar, Woodrow Bailey, Kellie Spencer, Toni Cordova, Tandi Smith and Margie McBain.

Key Highlights:

CFO Arrieta-Candelaria began the committee meeting with an update on the 2023-24 Budget. The committee received an update on the general fund revenues for the fiscal year which included the 2022-23 Actuals, the 2023-24 Original Budget and the 2023-24 Projected Revenues. The 2023-24 projected revenues were forecasted at \$812,587,360 as compared to \$835,147,613 actual revenues for 2022-23 and \$801,503,689 in the original 2023-24 budget. This forecast was based on projected ADA of 63,886 and enrollment of 70,921.

The committee received preliminary information on the PEIMS Fall 1st submission, which indicated that enrollment was 70,921 as of the Fall measurement date as compared to the 70,604 enrollment estimate that formed the basis of the original 2023-24 budget. The committee also received a graph of enrollment by grade. These numbers should not be considered final as they may change for the PEIMS Fall Final Submission.

The District provided the committee with the monthly financials for the four months ended Oct. 31, 2023. The monthly financials are prepared by the Financial Services Department and uploaded on the District website for transparency. In the general fund, the following statistics were provided:

	Month Ended Oct. 22	YTD Ended Oct. 22	Month Ended Oct. 23	YTD Ended Oct. 23
	<i>(in millions)</i>			
Revenues	\$63.6	\$162.9	\$57.6	\$182.1
		13		
Expenditures	\$66.2	\$168.2	\$76.4	\$194.2

Total Rev over Exp (\$2.6) (\$5.3) (\$18.8) (\$12.1)

The committee was provided with additional information and explanations to changes between month/YTD for revenue from local sources, state programs, federal and other sources. The committee also heard explanations for differences between major spend categories of payroll costs, professional contract services, supplies and materials and other operating costs. It was noted that the capital outlay changes were due to costs of the administration building being expended in 2023-24 vs. 2022-23.

The committee received the results of the four months ended Oct. 31, 2023, for the Food Services, Debt Services, 2017 Bond, and 2021 Bond funds.

The CFO provided the committee with information on utilizing a PFC for an Administrative Facility. A Public Facility Corporation, or PFC, is an alternative method to finance new construction. The CFO gave the committee an overview regarding general information about a PFC, how to utilize lease revenue bonds within a PFC structure, the Board's role in establishing a PFC and the advantages and disadvantages when utilizing such a structure. Currently, the District is considering utilizing a PFC to fund a new transportation/warehouse facility to replace its current existing facility. The estimated cost of the project is approximately \$30 million, to be funded from proceeds from Lease Revenue Bonds, paid from general fund revenues.

The committee also heard an update of the Enterprise Resource Planning and Timekeeping (ERPT) project. Staff explained the project drivers that led to this decision. The current financial system, MUNIS, has indicated that future versions of their software will require a transition from 'on-premise' to a 'hosted solution'. The estimated cost is \$1,005,868 annually (not including implementation). The District timekeeping system, Kronos, has issued an End of Life (EOL) notice for the version that the District utilizes. The estimated cost to upgrade to UKG Ready Cloud is \$561,756 annually (not including implementation). The District has used these systems in for a combined 34 years.

The committee received information on the project consultant, Plante Moran Management Consultants, whose role is to oversee the evaluation, selection, procurement and implementation. Additionally, the committee was informed about the District's executive sponsors for the project as follows:

Carmen Arrieta Candelaria	Chief Financial Officer	Business and Finance
Woodrow Bailey	Chief Talent Officer	Talent Management
Ramesh Krishnamurthy	Chief Technology Officer	Technology

The committee was provided other key individuals on the project, both from the consultant side as well as the District leaders and subject matter experts (SMEs). The target date implementation date is July 1, 2025.

The CFO provided an updated *Plan of Finance for 2024 Bond Transaction*. The plan is to issue bonds in an amount up to \$300 million in order to continue funding the 2021 bond program in early February 2024.

The committee members were notified and provided information about the upcoming Division and Business and Finance Board Items that will be presented at the December Board Meeting as follows:

- December Budget Amendment
- Ratification of Budget, Financial, & Comparative Analytics Subscription Renewal

The next scheduled Board Finance Committee meeting will be held on Tuesday, January 16, 2024, from Noon to 1:00 p.m. due to MLK Holiday.

INFORMATION SOURCES:

Dr. Angélica M. Ramsey, Superintendent

Dr. Mia Hall, Executive Director of Talent Management, Talent Management

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

REPORT ONLY AGENDA ITEM
BOARD MEETING
January 30, 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, as well as to share additional information in a Lone Star Governance-friendly format.

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. **Fort Worth Rotary** - I recently joined the Rotary Club of Fort Worth.
2. **Longhorn Council** - I also attended the Annual Longhorn Council - Boy Scouts of America Meeting.
3. **Whiz Quiz** - I had the pleasure of speaking at our annual Whiz Quiz competition. It's always a pleasure seeing these group of students representing their campus in a game-show style event.
4. **UT Arlington** – I met with the Dean of the College of Education at UTA, Dr. Tim Jacobbe. It was a great discussion on how we can continue to foster our relationship with UT Arlington.
5. **City of Fort Worth** - I met with Lawrence Thompson with the City Manager's office as well as City Manager David Cooke.
6. **Parent Shield** – I also had our monthly meeting with Parent Shield.
7. **Cabinet Retreat** – Our Fort Worth ISD Cabinet met for a retreat to work together for long-term planning including discussions on 2024-25 budget planning, programming and staffing. Cabinet also worked on the Strategic Plan and Theory of Action.
8. **Advisories** – We conducted our six advisory meetings early this month so we could get their inclusive feedback on the 2024-25 school calendar.

9. **North Texas Commission** – I attended the NTX Regional Briefing for Newly Elected Local Officials. During the program, we reviewed regional data along with the region’s greatest challenges and how they impact your community.
10. **United Way** – I attended the monthly United Way Board of Directors meeting
11. **Trustee 1:1’s** – I continued through the month of December and January meeting with Trustees for our 1:1 sessions
12. **Council of PTA’s** – The team and I met with the Council of PTA’s for our monthly superintendent roundtable. We discussed the 2024-2025 academic school calendar draft and some Q & A’s at the end of the meeting.
13. **Texas Council of Women School Executives (TCWSE)** – I have the honor of speaking at the TCWSE conference during one of their focus sessions.
14. **Mid-Winter Conference** – During the Mid-Winter conference, I will attend the TALAS Board Meeting, Texas Urban Council Meeting as well as TASA Leadership Meeting. I am also a part of the UT Austin Superintendency Cooperative Program.
15. **Girl Scouts** – I also attended the Girl Scouts Advisory Meeting this month.

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
January 30, 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:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a Purchase

Purchasing Support Documents Needed:

Not Applicable

PARTICIPATING SCHOOL/DEPARTMENTS

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 December 12, 2023.

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 December 12, 2023, that the Board of Education of the Fort Worth Independent School District held a meeting beginning at 5:30 p.m. at the Fort Worth Independent School 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 December 7, 2023, at 12:45 p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING DECEMBER 12, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 7, 2023, at the Fort Worth Independent School District Administration Building, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on December 7, 2023.

/s/ Christian Alvarado
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 Ramsey, Superintendent
Dr. Karen Molinar, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Woodrow Bailey III, Chief Talent Officer
Dr. David Saenz, Chief of Strategic Initiatives & Partnerships
Lynda Jackson, Senior Counsel
Melissa Kelly, Associate Superintendent, Learning and Leading Service Network #1
Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2
Dr. Gracie Guerrero, Associate Superintendent, Learning and Leading Service Network #3
Dr. Tamekia Brown, Associate Superintendent, Learning and Leading Service Network #4
Ramesh Krishnamurthy, Chief Technology Officer
Toni Cordova, Chief of Governance and Strategic Communications

1. 5:30 PM - CALL REGULAR MEETING TO ORDER - BOARD ROOM (OTHER)

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

2. PLEDGES, VISION, AND MISSION (OTHER) Led by the O.D. Wyatt J.R.O.T.C. Cadets

The O.D. Wyatt J.R.O.T.C. cadets led the pledges, the vision, and mission.

3. RECOGNITIONS (OTHER)

3.A. Recognition of Student Greeters

Communications Coordinator, Cesar Padilla, recognized the student greeters.

21

3.B. 4A University Interscholastic League (UIL) State Cross Country Champion

Cesar Padilla recognized Angel Sanchez, the 4A University Interscholastic League State Cross Country Champion.

4. LONE STAR GOVERNANCE

4.A. Board Goal 3: College, Career and Military Readiness (V and G) Presenter: Charles Garcia, Associate Superintendent, Service Network #2

Associate Superintendent of Learning and Leading Service Network #2, Charles Garcia, Executive Director of CCMR and Enrichment, Dr. Lisa Castillo, gave the *Board Goal 3: College, Career and Military Readiness Lone Star Governance* report.

5. REPORTS/PRESENTATIONS (OTHER)

5.A. Report on Plan of Finance for 2024 Bond Transition Presenter: Carmen Arrieta-Candelaria, Chief Financial Officer

Chief Financial Officer Carmen Arrieta-Candelaria gave the *Plan of Finance for 2024 Bond Transition* report.

5.B. Family Engagement Update Presenter: Dr. David Saenz, Chief of Strategic Initiatives & Partnerships

Chief of Strategic Initiatives & Partnerships, Dr. David Saenz, and Executive Director of Parent Partnerships, Marta Plata, gave the *Family Engagement Update* report.

6. BOARD COMMITTEE REPORT (OTHER)

 Board Committee Report

No questions or comments.

7. SUPERINTENDENT REPORT (OTHER)

 Superintendent Update

No questions or comments.

8. PUBLIC COMMENT (S and T)

Speakers:

Conner Weiler
Matthew Carrera
Jay Chapa
Heather Smith
Sabrina Ball
Karen Wiseman
Fransuav Pineda
Mark Fulmer
Linda Fulmer
Doreen Geiger
Sean Gleason
Meridith Bowman
Breanna Twiford
Missie Carra
Perla Bojorqubv
Melinda Akowski
Gery Weichman

Martha Guenther
Joshua Moore
James Sieling
Jennifer Crossland
Susan Wade
Terrance Roch
Mary Spardlin
Michael Davis
Matthew Lueck
Amie Super Gail
Smith Zachary Reed
Jazmine Dandridge

9. COMMENTS BY BOARD MEMBERS AND/OR SUPERINTENDENT ON CURRENT DISTRICT ACTIVITIES AND ANNOUNCEMENTS (OTHER)

Trustees made comments on current District activities.

The meeting was recessed to move into Executive Session at 8:27 p.m.

10. EXECUTIVE SESSION (S and T) The Board will convene in closed session as authorized by the Texas Government Code Chapter §551.

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

10.A.1. Fort Worth Independent School District v. Searcy; TEA Docket No. 003- LH-10-2023

10.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)

10.B.1. Executive Director of Child Nutrition Services

10.C. Security Implementation (Texas Government Code §551.076)

10.C.1. Intruder Audit Findings and Corrective Action

10.D. Real Property (Texas Government Code §551.072)

The meeting was reconvened at 11:14 p.m.

11. CALL PUBLIC HEARING TO ORDER (S and T)

11.A. Hear Oral Arguments of the Parties Regarding Recommendation of Certified Hearing Examiner in the Matter of Fort Worth Independent School District v. Searcy;

The public hearing was not addressed.

12. ACTION ITEMS (S and P)

12.A. Consideration and Possible Action on the Recommendation of the Certified Hearing Examiner in the Matter of Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023

Pursuant to Section 21.259 of the Texas Education Code

No action was taken.

12.B. Consideration and Possible Action to Terminate the Probationary Contract of Candace Searcy for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

13. CLOSE PUBLIC HEARING (S and T)

14. CONSENT AGENDA ITEMS (S and P) (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.)

14.A. Board of Education Meeting Minutes

14.A.1. Regular Minutes - November 7, 2023

14.A.2. Special Minutes - November 28, 2023

14.B. Governance and Strategic Communications, Toni Cordova, Chief

14.B.1. Approve First Reading - Revisions to Board Policy DEC(LOCAL) First

 Reading - Revision to Board Policy DEC(LOCAL)

14.B.2. Approve Second Reading - Revisions to Board Policies FD(LOCAL) and FNCA(LOCAL)

 Second Reading - Revisions - FD(LOCAL) and FNCA(LOCAL)

14.C. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

14.C.1. Approve Lone Star Governance Board Constraints for the Superintendent

 Superintendent Constraints

14.C.2. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer

14.C.2. a. Approve Workers' Compensation Occupational Health Care Plan Administrator Services

 Occupational Health Care Plan

14.C.2. b. Approve Ratification for Budget, Financial, and Comparative Analytics Subscription Renewal

 Budget, Financial, and Comparative Subscription

14.C.2. c. Approve Budget Amendment for the Period Ending November 30, 2023

 Budget Amendment

14.C.3. Talent Management, Woodrow Bailey, Chief Talent Officer

14.C.3. a. Approve Purchase of Employee Form Management System Software

 Employee Form Management

14.C.4. Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

14.C.4. a. Approve Partner Agreement Between Tarrant County Adult Education and Literacy Consortium and Fort Worth Independent School District Adult Education

 Adult Education and Literacy Consortium

14.C.4. b. Approve Purchase of Furniture for the Leadership Academy Network at Como Elementary, Maude I. Logan Elementary, and Mitchell Boulevard Elementary

 Purchase of Furniture

14.C.4. c. Approve Interlocal Agreement Between Fort Worth Independent School District and City of Fort Worth to Provide After-School Services at Multiple Sites for the School Year 2023 - 2024

 After-School Services at Multiple Sites

14.C.4. d. Approve to Extend the Contract for a Customer Engagement Platform

 Customer Engagement Platform

14.D. Learning and Leading Service Networks

14.D.1. Service Network #1, Melissa Kelly, Associate Superintendent

14.D.1. a. Approve Ratification for Professional Development for Early Learning Pre-Kindergarten Program

 Early Learning Pre-Kindergarten Program

14.D.1. b. Approve Purchase of Renewal of Library Management System Software

 Library Management System

14.D.2. Service Network #2, Charles Garcia, Associate Superintendent

14.D.2. a. Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt Trustee Roxanne Martinez: What criteria was used to determine which campuses will host its graduation ceremony at TCU vs Wilkerson-Greines?

 2024 Graduation Ceremonies

14.D.2. b. Approve Clinical Affiliation Agreement Between Fort Worth Independent School District and Texas Health Harris Methodist Hospital Fort Worth

 Clinical Affiliation Agreement

14.D.3. Service Network #3, Dr. Gracie Guerrero, Associate Superintendent

14.D.3. a. Approve Purchase of Tutoring Services for J. Martin Jacquet Middle School

 Tutoring Services

14.E. Operations

14.E.1. Technology, Ramesh Krishnamurthy, Chief Information Officer

14.E.1. a. Approve Contract for Endpoint Security and Incident Detection and Response Services

 Endpoint Security

14.E.1. b. Approve Purchase of Annual Document Management Software License Subscriptions

 Annual Document Management

14.E.2. Operations, Carl Alfred, Senior Officer Operations

14.E.2. a. Approve Gym Floor Replacement at Morningside Middle School

 Gym Floor Replacement

14.E.2. b. Approve Ratification Purchase of Emergency Electrical Repair at Truelson Hightower Outdoor Learning Center

 Emergency Electrical Repair

14.E.3. Athletics, Kellie Spencer, Deputy Superintendent

14.E.3. a. Approve Synthetic Turf Replacement and Track Resurfacing

 Turf Replacement and Track Resurfacing

14.E.3. b. Approve Purchase of Continued Grounds Maintenance Services for Athletics Fields and Athletic Facilities

 Athletic Grounds Maintenance Addendum

14.E.4. Capital Improvement Program, Kellie Spencer, Deputy Superintendent

14.E.4. a. Approve Authorization to Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Leonard Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

 Pre- Construction Services - Leonard Middle School

Before action was taken, Anne Darr and Roxanne Martinez had questions on Consent Agenda Item 14.D.2.a. *Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District high Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt.*

Roxanne Martinez requested Consent Agenda Item 14.D.2.a. be pulled for a separate vote.

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve and Accept Consent Agenda Items with the exception of Consent Agenda Item 14.D.2.a. *Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter- Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt* which was pulled for a separate vote.

The motion was unanimously approved.

15. ACTION ITEMS (S and P)

15.A. Item/Items Removed from Consent Agenda

Consent Agenda Item 14.D.2.a. Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt which was pulled for a separate vote.

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve Consent Agenda Item 14.D.2.a. *Approve License Agreement with Service Provider for the 2024 Graduation Ceremonies of the Following Fort Worth Independent School District High Schools: Amon Carter-Riverside, Arlington Heights, South Hills, Eastern Hills, North Side, Polytechnic, R.L. Paschal, Trimble Tech, Southwest, Western Hills and O.D. Wyatt.*

Before action taken, Tobi Jackson and Roxanne Martinez made comments.

The motion was approved.

Yes: Dr. Camille Rodriguez, Tobi Jackson, Wallace Bridges, Kevin Lynch, Anne Darr, Dr. Michael Ryan, and Anael Luebanos.

No: Quinton Phillips, and Roxanne Martinez.

15.B. Personnel

15.B.1. Executive Director of Child Nutrition Services

Motion was made by Anne Darr, seconded by Dr. Michael Ryan, to approve Executive Director of Child Nutrition Services.

The motion was unanimously approved.

Dr. Angélica Ramsey introduced the new Executive Director of Child Nutrition Services, Pam Watson.

15.C. Governance and Strategic Communications, Toni Cordova, Chief

15.C.1. Approve Resolution to Not Authorize a District Campus to Employ or Accept as a Volunteer a Chaplain Under Chapter 23 of the Texas Education Code

 Action Chaplain Resolution

Motion was made by Anne Darr, seconded by Tobi Jackson, to approve Resolution to Not Authorize a District Campus to Employ or Accept as a Volunteer a Chaplain Under Chapter 23 of the Texas Education Code.

Before action was taken, Anne Darr and Tobi Jackson made comments.

The motion was unanimously approved.

15.D. Administrative Services, Dr. Karen Molinar, Deputy Superintendent

15.D.1. Legal and District Records Management, Lynda Jackson, Senior Counsel

15.D.1. a. Approve Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Kevin Lynch made the motion to Approve the Administration's Recommendation and Propose the Mid Contract Termination of Otis Clayton Probationary Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code.

Motion was made by Kevin Lynch, seconded by Anne Darr, to approve the Administration's Recommendation and Propose the Mid Contract Termination of Otis Clayton Probationary Employment Contract for Good Cause in Accordance with Chapter 21 of the Texas Education Code..

The motion was unanimously approved.

15.D.1. b. Approve Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

15.D.1. c. Approve Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

15.D.1. d. Consider and Take Action to Void the Contract of Certain Employees for Lack of Texas Education Certification Pursuant to Chapter 21 of the Texas Education Code

No action was taken.

15.D.1. e. Approve Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2024 Calendar Year

 Texas Public Information Act

Motion was made by Tobi Jackson, seconded by Dr. Michael Ryan, to approve Designation of Non-Business Days for Purposes of the Texas Public Information Act for the 2024 Calendar Year.

The motion was unanimously approved.

15.D.2. Business and Finance, Carmen Arrieta-Candelaria, Chief Financial Officer

15.D.2. a. Consider and Approve an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating the Bonds to Authorized District Officials Within Specified Parameters

 Tax School Building Bonds

Motion was made by Tobi Jackson, seconded by Anne Darr, to approve and Consider an Order Authorizing the Issuance of "Fort Worth Independent School District Unlimited Tax School Building Bonds, Series 2024" in an Amount Not-to-Exceed \$300 Million; Levying a Continuing Direct Annual Ad Valorem Tax for the Payment of Such Bonds; and Resolving Other Matters Incident and Related Thereto; Including Delegating the

Bonds to Authorized District Officials Within Specified Parameters.

The motion was approved.

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

No: Kevin Lynch, and Dr. Michael Ryan.

15.D.3. Strategic Initiatives and Partnerships, Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

15.D.3. a. Approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2023-2024

After-School Services

Motion was made by Anne Darr, seconded by Wallace Bridges, to approve Interlocal Agreement Between Fort Worth Independent School District and the City of Fort Worth for After-School Services for the School Year 2023-2024.

The motion was unanimously approved.

15.D.4. Safety and Security, Daniel Garcia, Executive Director

15.D.4. a. Approve Ratification of the Interlocal Agreement for the School Resource Officer Program with the City of Fort Worth for the 2023-2024 School Year

School Resource Officer Program

Motion was made by Dr. Michael Ryan, seconded by Tobi Jackson, to approve Ratification of the Interlocal Agreement for the School Resource Officer Program with the City of Fort Worth for the 2023-2024 School Year.

The motion was unanimously approved.

15.E. Operations

15.E.1. Facility Planning and Rental, Mike Naughton, Executive Director

15.E.1. a. Approve Board Resolution to Authorize Acquisition of Abstract 1133 Tract 1A01 of the James B. Martin Survey and Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 and 5705 Meadowbrook Drive with Market Value Final Offer or By Eminent Domain if Final Offer is Declined

Properties - Eastern Hills Elementary School

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Board Resolution to Authorize Acquisition of Abstract 1133 Tract 1A01 of the James B. Martin Survey and Lot A1 of the W. E. Riley Addition to the City of Fort Worth, Tarrant County Texas, Known as 5625 and 5705 Meadowbrook Drive with Market Value Final Offer or By Eminent Domain if Final Offer is Declined.

The motion was unanimously approved.

15.E.1. b. Approve Board Resolution to Authorize Acquisition of Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 701 W. Jessamine and 2274 Hemphill with Market Value Final Offer or by Eminent Domain if Final Offer is Declined

Properties - Daggett Montessori

Motion was made by Anael Luebanos, seconded by Tobi Jackson, to approve Board Resolution to Authorize Acquisition of Lots E, F and G of Block A1 of the Powell Subdivision of the City of Fort Worth, Tarrant County Texas, Known as 701 W. Jessamine and 2274 Hemphill with Market.

The motion was approved.

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

No: Kevin Lynch.

16. ADJOURN (OTHER)

The meeting was adjourned at 11:37 p.m.

/s/ Christian Alvarado
Board of Education

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

MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Special Meeting on December 18, 2023.

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 December 18, 2023, that the Board of Education of the Fort Worth Independent School District held a Special Meeting beginning at 5:30 p.m. at the Fort Worth Independent School 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 December 13, 2023, at 1:20p.m.

/s/ Christian Alvarado
Coordinator
Board of Education

RETURN OF THE MEETING DECEMBER 18, 2023

I, Christian Alvarado of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on December 13, 2023, at the Fort Worth Independent School District Administration Building, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on December 13, 2023

/s/ Christian Alvarado
Board of Education

The following Board Members were present:

- School Board President Dr. Camille Rodriguez, District 1
- 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

- Dr. Karen Molinar, Deputy Superintendent
- Cynthia Rincón, Outside Counsel
- Sidney Pounds, Assistant General Counsel

1. 2:30 PM - CALL SPECIAL MEETING TO ORDER - BOARD ROOM (OTHER)

President Dr. Camille Rodriguez called the special meeting to order at 2:33 p.m.

2. PUBLIC COMMENT (S and T)

No Speakers.

3. CALL PUBLIC HEARING TO ORDER (S and T)

- A. Hear Oral Arguments of the Parties Regarding Recommendation of Certified Hearing Examiner in the Matter of Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023 Pursuant to Section 21.258(b) of the Texas Education Code

Assistant General Counsel, Sidney Pounds, called the public hearing to order at 2:34 p.m.

Sidney Pounds oversaw the oral arguments of Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023 Pursuant to Section 21.258(b) of the Texas Education Code.

The special meeting was recessed to move into Executive Session at 3:12 p.m.

4. EXECUTIVE SESSION (S and T) 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)

1. Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023

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)

The special meeting was reconvened at 3:41 p.m.

5. ACTION ITEMS (S and P)

A. Consideration and Possible Action on the Recommendation of the Certified Hearing Examiner in the Matter of Fort Worth Independent School District v. Searcy; TEA Docket No. 003-LH-10-2023 Pursuant to Section 21.259 of the Texas Education Code

Before action taken, Dr. Michael Ryan read the motion,

I move that the Board of Trustees change the findings of fact and conclusions of law of the Independent Hearing Examiner for the reasons identified in Fort Worth ISD's Written Reasons and Legal Basis of Changes to Findings of Fact and Conclusion of Law. Specifically, I move that the Board of Trustees change finding of fact 17 to read: "On September 27, 2023, Respondent was notified that the Board of Trustees of Fort Worth ISD had voted to propose termination of Respondent's probationary contract." I further move that the Board of Trustees change the conclusions of law by adding the following additional conclusions of law:

1. Ms. Searcy violated standard 1.11 of the Texas Educators' Code of Ethics, which provides that an "educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment."
2. The Texas Educators' Code of Ethics constitutes state law, adopted at Title 19 of the Texas Administration Code, Chapter 272.2, and standard 1.11 provides a universal standard of conduct applicable to all Texas educators.

3. Good cause exists to terminate Ms. Searcy's Chapter 21 probationary contract, because Ms. Searcy failed to meet the accepted standards of conduct for the profession as generally recognized and applied in similarly situated school districts in this state when she intentionally and knowingly misrepresented her employment history on her Fort Worth ISD employment application.

I also move that the Board of Trustees adopt the recommendation, the remaining findings of fact, and all conclusions of law of the Independent Hearing Examiner.

Motion was made by Dr. Camille Rodriguez, seconded by Tobi Jackson, to approve Before action taken, Dr. Michael Ryan read the Motion, I move that the Board of Trustees change the findings of fact and conclusions of law of the Independent Hearing Examiner for the reasons identified in Fort Worth ISD's Written Reasons and Legal Basis of Changes to Findings of Fact and Conclusion of Law. Specifically, I move that the Board of Trustees change finding of fact 17 to read: "On September 27, 2023, Respondent was notified that the Board of Trustees of Fort Worth ISD had voted to propose termination of Respondent's probationary contract." I further move that the Board of Trustees change the conclusions of law by adding the following additional conclusions of law.

The motion was unanimously approved.

Yes: Dr. Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, Kevin Lynch, and Dr. Michael Ryan, District 7

B. Consideration and Possible Action to Terminate the Probationary Contract of Candace Searcy for Good Cause Pursuant to Chapter 21 of the Texas Education Code

Tobi Jackson made the motion, I move that the Board of Trustees terminate the Chapter 21 probationary contract of Candance Searcy for good cause, effective immediately.

Motion was made by Tobi Jackson, seconded by Wallace Bridges, to approve the Board of Trustees terminate the Chapter 21 probationary contract of Candance Searcy for good cause, effective immediately..

The motion was unanimously approved.

Yes: Dr. Camille Rodriguez, Tobi Jackson, Quinton Phillips, Wallace Bridges, Kevin Lynch, and Dr. Michael Ryan, District 7

6. CLOSE PUBLIC HEARING (S and T)

School Board President Dr. Camille Rodriguez closed the public hearing at 3:46 p.m.

7. ADJOURN (OTHER)

The special meeting was adjourned at 3:46 p.m.

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

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: **APPROVE FIRST READING - REVISIONS TO BOARD POLICIES**
AE(LOCAL), BE(LOCAL), CQB(LOCAL), AND CS(LOCAL)

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. District personnel update policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.

Policy recommendations:

- AE(LOCAL): Educational Philosophy - The new Superintendent constraints were adopted at the December 2023 Board meeting which will change the content of this policy.
- BE(LOCAL): Board Meetings - Agenda preparation verbiage revised.
- CQB(LOCAL): Cybersecurity - currently a standard-TASB policy. Based on the new notification requirements imposed by SB 271, the security breach notification provisions have been revised to include security incidents.
- CS(LOCAL): Facility Standards - recommended for deletion. This information is contained in other District publications.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading - Revisions to Board Policies AE(LOCAL), BE(LOCAL), CQB(LOCAL), and CS(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policies AE(LOCAL), BE(LOCAL), CQB(LOCAL), and CS(LOCAL)
3. Remand to Staff for Further Study

**POLICY RECOMMENDATION SUMMARY PAGE FOR
January 30, 2024 BOARD MEETING: 1st Reading**

- **AE(LOCAL): Educational Philosophy** - The new Superintendent constraints were adopted at the December 2023 Board meeting which will change the content of this policy.
- **BE(LOCAL): Board Meetings** - Agenda preparation verbiage revised.
- **CQB(LOCAL): Cybersecurity** - currently a standard-TASB policy. Based on the new notification requirements imposed by SB 271, the security breach notification provisions have been revised to include security incidents.
- **CS(LOCAL): Facility Standards** - recommended for deletion. This information is contained in other District publications.

Mission Statement

Preparing all students for success in college, career, and community leadership.

**Lone Star
Governance**

Board's Role

The Board shall:

1. Ensure creation of a shared mission that promotes improved student outcomes. The Board shall accomplish this by incorporating the District's mission into student outcome goals, Superintendent's constraints, and Board constraints.
2. Measure and communicate how well the mission is being accomplished. The Board shall accomplish this by collectively ensuring accountability through monthly monitoring of school system performance to ensure progress toward the mission and regular communications to the community.
3. Provide guidance and direction for accomplishing the mission. The Board shall accomplish this by creating structure for the school system through distinct Board and Superintendent roles and responsibilities, which include selecting the Superintendent, delegating to the Superintendent the authority and responsibility to implement the Board's goals within law and the Superintendent's constraints, and considering and voting on the Superintendent's recommendations.
4. Work with the Superintendent to lead the school system toward the mission. The Board shall accomplish this by behaving in a manner that demonstrates the unity of the Board and the school system.
5. Promote the mission. The Board shall accomplish this by providing advocacy for students, families, staff, and stakeholders.

In carrying out the above activities, the Board shall at all times comply with the Education Code and other laws, as applicable.

Superintendent's
Role

The Superintendent, as the Board's sole delegate (other than the internal auditor) for managing school system operations, shall be responsible for accomplishing the Board's student outcome goals within the boundaries provided by the Board's and Superintendent's constraints and state and federal law.

State and federal law require Board adoption of policies on a variety of topics. The Board's adopted policies in the school system's local policy manual constitute compliance with these legal requirements. In accordance with state law, the Superintendent shall be responsible for preparing recommendations for policies to be

adopted by the Board, overseeing implementation of adopted policies, and developing appropriate administrative regulations. [See BP]

In recommending policies for Board adoption, the Superintendent shall identify when the Board is required to adopt a policy or has statutory decision-making authority that cannot be delegated to the Superintendent. Required Board policy addressing administrative issues shall be handled by consent agenda, with the Superintendent informing the Board of substantive changes. Any operational issues not required to be adopted by the Board shall be addressed in administrative regulations, and the Board shall take necessary steps to remove such issues from all policies in sections C–G of the District’s localized Board policy manual.

Board’s Student Outcome Goals for the Superintendent

The Board’s student outcome goals, as aligned with the school system mission, are to:

Goal 1: Early Literacy

Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Reading from 34 percent to 47 percent by 2024.

Goal 2: Early Math

Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Mathematics from 34 percent to 45 percent by 2024.

Goal 3: College and Career Readiness

Increase the percentage of students graduating with a CCMR indicator from 43 percent to 48 percent by 2024.

Implementation

The Superintendent shall interpret and implement the Board’s student outcome goals and, in consultation with the Board, shall select goal progress measures (GPMs) for each student outcome goal [see AE(EXHIBIT)]. For any school year during which the Board’s student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals.

Board’s Constraints for the Superintendent

In attaining the Board’s student outcome goals, the Superintendent shall not:

1. ~~Allow teachers to go without a districtwide evidence-based academic and behavioral intervention and support system~~
~~Make operational decisions that prevent access of all students to learning.~~
2. ~~Allow annual student attendance in Fort Worth ISD to decline below 92.43%~~
~~Make decisions without prioritizing physical health, safety, and mental well-being of students and their families and staff.~~

3. Campuses to go without implementing Professional Learning Communities (PLCs) with fidelity at all campuses ~~Reduce transparency and communication regarding the impact of strategic initiatives on student learning.~~
4. ~~Operate without actively monitoring and working to eliminate the loss of instructional time.~~
5. ~~Operate without examining the enrollment process and data annually to ensure no inequitable impact on students of color.~~

The school system shall pursue a “System of Great Schools” theory of action in which the central administration devolves autonomy to schools, empowers parents to make choices, creates performance contracts with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high-performing schools and addressing low performers. Campus performance contracts shall require each campus to accomplish the Board’s student outcome goals while operating within the Board’s other constraints.

The Superintendent shall interpret the Superintendent’s constraints and, in consultation with the Board, shall select constraint progress measures (CPMs) for each constraint [see AE(EXHIBIT)].

Board’s Constraints for the Board

The Board shall operate within the Board’s role, as defined above, and the Board’s operating procedures. The Board, either collectively or through the actions of individual Board members, shall not:

1. Spend less than 50 percent of time during Board-authorized public meetings focused on student outcomes;
2. Give or appear to give operational advice or instructions to District staff;
3. Behave in a manner that erodes trust and respect among the Team of Ten.

Board Self-Evaluation

The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual evaluation of the Superintendent, shall conduct an annual summative self-evaluation. The Board shall self-evaluate using the Quarterly Progress Tracker tool provided by Lone Star Governance.

Superintendent’s Evaluation

The Board shall annually evaluate the Superintendent based on the school system’s achievement of the Board’s student outcome goals and compliance with the Superintendent’s constraints. Accomplishment of at least 80 percent of the annual targets for either the student outcome goals (GPM) or of the adopted progress measures (CPM) shall be an automatic indicator of success; below

that threshold, the Board's judgment shall be the indicator of success.

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

In those months when two regular meetings of the Board are scheduled, regular meetings of the Board shall normally be held on the second and fourth Tuesdays at 5:30 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by four members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or four members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Study Sessions

A consensus of Board members may be obtained at a study session, but official action shall be taken only at a regular Board meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the fifth working day before regular meetings and noon on the third working day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting. ~~and the~~ The Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by ~~at least three Board members~~ ~~a Board member~~. This requirement is not intended to circumvent the Open Meetings Act. All meetings will be conducted in accordance with the Act, and any discussions or deliberations of public business will be held in an open meeting that the public may attend and observe.

No Board member, including the Board President or any other Board officer, is authorized to unilaterally add a topic to any Board meeting agenda.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or ~~at least three individual~~ Board members ~~has have~~ requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to re-

move from the agenda a subject **timely and appropriately** requested by **at least three a** Board members unless the requesting Board members rescind the request to have an item included on a meeting agenda ~~member without that Board member's specific authorization.~~

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote, a show of hands, or by electronic tally, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

**Discussions and
Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration within a reasonable length of time.

Plan The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach Notifications Upon discovering or receiving notification of a breach of system security or a security incident, as defined by law, the District shall disclose the breach or incident to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The District shall disclose a breach or incident involving sensitive, protected, or confidential student information as required by law.

SINGLENES OF PURPOSE	In conformance with the District's strategic plan, this policy supports the strategic goals of higher academic performance and effective and efficient operations, and promotes community partnership.
ACADEMIC PERFORMANCE	New learning environments should be naturally lit, thermally comfortable, and well maintained. Studies have demonstrated that these types of environments support greater student achievement, higher attendance, and improved staff and teacher retention.
DISTRICT OPERATIONS	The use of design, construction, and operation strategies that minimize long-term operational costs are encouraged, in particular energy and water use.
COMMUNITY PARTNERSHIP	New school design and construction should follow sustainable principles, and improve the community's awareness about sustainable environments that minimize waste, air and water pollution, and green house gas production. School buildings that incorporate environmental features offer an additional context for student and community learning.
2013 CAPITAL IMPROVEMENT PROGRAM	In conformance with the objective to build sustainable new schools and additions as approved by the November 5, 2013, bond election, the 2013 capital improvement program (CIP) shall continue to offer opportunities to enhance our sustainable design initiative, to include new high performance schools and new high performance additions/expansions to existing campuses.
2013 SUSTAINABLE DESIGN CRITERIA	The Superintendent or designee has investigated the work of recognized organizations in the sustainable design field and has selected the Texas Criteria for New Construction and Major Modernization (2009 edition or latest), developed by the Collaborative for High Performance Schools (CHPS), to be used as the sustainable design criteria standard for the 2013 CIP, in the "verified" category for new schools and the "designated" category for additions/expansions. The selection of architects shall be enhanced by considering each architect's experience in sustainable design when the evaluating each architect's qualifications.
RECONCILING PROJECT BUDGETS	The Superintendent or designee shall adopt basic sustainable design guidelines for implementation into the new schools and other projects, as applicable. The implementation of sustainable design criteria and best practices must consider established budgets and therefore must minimize any additional costs of the processes or actual construction.
SUSTAINABILITY MEASURES	The Superintendent or designee has selected the Score Card Template developed by the CHPS to track the level of compliance and

~~guide the effort for implementation of sustainability measures by the project teams.~~

~~SUSTAINABLE
PARTNERSHIPS~~

~~The Board shall endorse District participation in partnerships that further the goal of high performance schools, including federal, state, and local utility programs that support and encourage sustainable design and operational practices.~~

~~DOCUMENTATION
OF PROGRESS~~

~~The Superintendent or designee shall include a progress report as it pertains to this policy in the CIP ongoing reporting.~~

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: **APPROVE SECOND READING - REVISION TO BOARD POLICY
DEC(LOCAL)**

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met in regards to state and federal guidelines by supporting and navigating through policy and regulation updates and changes. School districts with localized policy manuals receive several major updates per year called numbered updates. They are called “numbered updates” because they are numbered sequentially. These updates respond to changes in state and federal law, court cases, and decisions by the Attorney General and by the Commissioner of Education. In numbered updates TASB only makes recommendations where the District’s local policies are concerned. District personnel update policies incorporating TASB’s recommendations and/or the needs of the District. The Board of Trustees always has the final say regarding which policies go in the manual.

Policy recommendations:

- DEC(LOCAL): Leaves and Absences- The revised verbiage aligns with the current calculation of Intermittent FMLA and provides additional guidance in DEC(REGULATION).

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Second Reading - Revision to Board Policy DEC(LOCAL)
2. Decline to Approve Second Reading - Revision to Board Policy DEC(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Second Reading - Revision to Board Policy DEC(LOCAL)

FUNDING SOURCE: **Additional Details**

No Cost

Not Applicable

COST:

No Cost

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

All Schools, Departments and Stakeholders

RATIONALE:

Approval of the policy will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Toni Cordova, Chief of Governance and Strategic Communications

**POLICY RECOMMENDATION SUMMARY PAGE FOR
January 30, 2024 BOARD MEETING: 2nd Reading**

- **DEC(LOCAL): Leaves and Absences** - The revised verbiage aligns with the current calculation of Intermittent FMLA and provides additional guidance in DEC(REGULATION).

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy. [See DEC(REGULATION)]

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a current son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, current parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent, grandchild, and spouse's grandparent.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Paid Time Off

The term "paid time off" (PTO) shall be defined as a bank of days in which the District pools an employee's state personal leave, state sick leave, local personal leave, and local sick leave for the employee to use as needed.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment

after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for PTO the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Reasons for Use of PTO

PTO shall include leave taken for nondiscretionary and discretionary purposes.

Nondiscretionary Use

Nondiscretionary use of PTO shall be for:

1. An employee's own illness or injury that prevents the employee from fulfilling the employee's assigned duties;
2. Care of the employee's newborn child, adoption of a child by the employee, or placement of a child with the employee for foster care when the leave is taken in the first year after the birth, adoption, or placement;
3. Illness or death of a member of the employee's immediate family; and
4. The reasons allowed for use of state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use

Discretionary use of PTO is at the individual employee's discretion, subject to this policy.

Scheduled PTO

To minimize the effect of an employee's absence on the educational program and District operations, the Board shall require an employee to schedule PTO taken for discretionary purposes.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Local Leave Each employee who contributes to the Teacher Retirement System of Texas (TRS) (other than a substitute employee, a part-time employee without benefits, or a temporary employee) shall earn five, six, or seven paid local leave days, respectively, each school year, based on the number of months of service normally required for the employee's position in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used in accordance with administrative regulations addressing PTO.

PTO Designation Although an employee may take PTO for nondiscretionary or discretionary reasons in accordance with this policy, the District shall maintain separate records of state personal leave, state sick leave, local personal leave, and local sick leave for purposes of accumulation and the order of use determined by each employee.

Bereavement Leave An employee shall be granted two days of bereavement leave upon the death of a member of the employee's immediate family. Such leave shall be taken with no loss of pay or other paid leave. Substitute and temporary employees shall not be eligible for this benefit.

Sick Leave Program After all available paid leave days and any applicable compensatory time have been exhausted, an employee shall be eligible to apply for additional leave days through the District's sick leave program (SLP). The District shall grant leave days from the SLP in accordance with the Board-approved bylaws.

Family and Medical Leave FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured per DEC(REGULATION) ~~backward from the date an employee uses FMLA leave.~~

Combined Leave for Spouses When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Local Pregnancy / Parenting / Adoption Leave	<p>The District shall grant a leave of absence for a maximum of six consecutive calendar weeks to any District employee, other than a substitute or temporary employee, who suffers a disability caused by pregnancy or childbirth or who adopts and cares for a child up to two years of age.</p> <p>The District shall require the employee to use paid leave and any applicable compensatory time concurrently with local pregnancy/parenting/adoption leave.</p> <p>If an employee who has been employed by the District for one year has insufficient available paid leave to cover the entire leave of absence, the District shall grant additional paid leave for this purpose, to a maximum of 20 consecutive leave days, subject to deduction of the daily rate of a substitute for the employee's position for each additional leave day taken, whether or not a substitute is employed.</p>
Temporary Disability Leave	<p>Any District employee, other than a substitute or temporary employee, shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business without a valid subpoena shall be deducted from the employee's leave balance or shall be taken as leave without pay.

Neutral Absence Control

If an employee does not return to work within 180 calendar days of being on an approved leave of absence, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. When an employee has exhausted all available paid leave, the employee shall remain on unpaid leave during the ADA consideration period. If terminated, the employee may apply for reemployment with the District.

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

**TOPIC: APPROVE REVISIONS TO THE BOARD OPERATING PROCEDURES
MANUAL**

BACKGROUND:

The Fort Worth ISD is governed locally through a Board that is elected by voters within each district. Nine Trustees serve as single-member district representatives and for four-year terms. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. A policy-making body, the Board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

Major responsibilities of the Board:

- to govern and oversee the management of the school District
- to set the policies for the Fort Worth ISD
- to adopt an annual budget and tax rate for each fiscal year
- to select and evaluate the superintendent of schools
- to foster good community relations

Because of the special trust associated with governing the Fort Worth ISD, members of the Board of Education commit to working together to achieve success.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Revisions to the Board Operating Procedures Manual
2. Decline to Approve Revisions to the Board Operating Procedures Manual
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Board’s Discretion

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: FWISD

Board of Trustees

RATIONALE:

The purpose of the Board Operating Procedures Manual is to provide Board Members with information about their roles and responsibilities and to highlight Board policies that relate to the functioning of the Board in one succinct document. This manual will be reviewed and updated annually. If any conflict exists between the Board Operating Procedures and current Board Policy as provided by Board action or the [Online Board Policy Manual](#), Board Policy prevails.

INFORMATION SOURCE:

Board Policy Committee

**BOARD OPERATING PROCEDURES MANUAL SUMMARY PAGE FOR
January 30, 2024 BOARD MEETING**

- Page 1: Minor clarifying edits.
- Page 10: Pending the adoption of BE(LOCAL) – Verbiage revised to reflect when topics and items are added to the Board’s agenda, the request must be made by 3 trustees.
- Page 10: The *Agenda Inquiry and Response Process* that was implemented in October 2023 for Board agendas was added.
- Pages 11 and 12: Board Constraints for the Superintendent were adopted at the December 12, 2023 Board meeting and have been revised in the manual.

PREPARING ALL STUDENTS FOR SUCCESS IN COLLEGE, CAREER, AND COMMUNITY LEADERSHIP.



Board of Trustees

Operating Procedures

Adoption Renewal: ~~May 23, 2023~~



Fort Worth
INDEPENDENT SCHOOL DISTRICT
www.fwisd.org



Welcome

The Fort Worth ISD is governed locally through a Board ~~that is of Education Trustees~~ elected by voters within each district. Nine Trustees serve as single-member district representatives ~~and for .All Trustees~~ ~~serve~~ four-year terms ~~voluntarily~~. The Board of Education conducts the school program in accordance with the state constitution and the standards set by the Texas Education Agency. As a policy-making body, the Board delegates the day-to-day administration of the schools to the Superintendent and the professional staff.

Major responsibilities of the Board:

- to govern and oversee the management of the school District
- ~~to levy and collect taxes~~
- to set the policies for the Fort Worth FWISD
- to ~~adopt an annual budget and tax rate for each fiscal year~~ ~~develop and improve the educational system~~
- ~~to secure adequate financing~~
- to select and evaluate the superintendent of schools
- to foster good community relations

Because of the special trust associated with governing the Fort Worth ISD, members of the Board of Education commit to working together to achieve success. ~~This Operating Procedures Manual provides the workings of this Board and encourages you to join in this pursuit.~~

Table of Contents

Welcome 1

Board of Trustees 3

Board Member Ethics 7

Board Meetings..... 8

Addressing the Board 8

Agenda Creation and Agenda Items 10

Board-Adopted Strategic Framework 10

Board Meetings and Board Member Conduct 14

Board Officers and Member Authority 14

Board Officer Elections 15

Standards of Behavior 16

Communications 16

Conflict Resolution 17

Board Member Requests for Information and Communications 17

Concerns and Complaints..... 17

Media Inquiries 18

Campus Visits 18

Travel 18

Committees 18

Board Development 19

Advocacy 20

Board Evaluation of the Board 20

Superintendent’s Evaluation and Contract 21

Single Member District Maps 21



Board of Trustees

How are Board Members elected? [Policies [BBB\(LEGAL\)](#) and [BBB\(LOCAL\)](#)]

The nine-member FWISD Board of Trustees consists of local citizens who provide an important public service to the Fort Worth community. They serve without monetary compensation. Board elections are held during the May uniform election date of odd numbered years with trustees serving four-year terms. Single-member districts 2, 3, 5 and 6 are held together and single-member districts 1, 4, 7, 8 and 9 are held together on a rotating basis. Each trustee is elected by residents within his/her district of residency by majority vote.

Board of Trustees



Dr. Camille Rodriguez, President

District 1

Dr. Camille Rodriguez, Doctor of Podiatric Medicine, was born and raised on the historic North Side of Fort Worth, Texas. A proud product of FWISD schools, Dr Rodriguez graduated from the Honors Program at Paul Laurence Dunbar High School. She is the first in her family to graduate from a university having graduated with a full academic scholarship from a historically black college, Prairie View A&M University, with a Bachelor's of Science degree in Biology. She is a life member of Delta Sigma Theta Sorority, Inc and has served on the boards of Artes de la Rosa Cultural Center for the Arts, All Church Home for Children, Ballet Folklorico Azteca de Fort Worth, Inc., and the Fort Worth Symphony Orchestra. She was recently elected a member of Fort Worth Dallas Metroplex Chums, Inc. chapter.



Anne Darr, First Vice President

District 6

Anne Darr currently serves as the Special Programs Coordinator at the Education Service Center Region 11. She earned her B.S. in Deaf Education in 1989 and her M.Ed. in Educational Administration in 2011, both from Texas Christian University. She has served as an elementary and middle school classroom teacher, an itinerant teacher, a Parent Advisor working with families of deaf/hard-of-hearing children ages birth-three, and a teacher of homebound students. Anne is a writing project trainer for Abydos Literacy and Learning and has presented at conferences and in school districts throughout the state of Texas. As one who is passionate about literacy and the teaching of reading and writing, she actively seeks out new, innovative, hands-on ways to inspire student and teacher learning across the curriculum. Anne and her husband, Rich, a retired educator, have three children, all products of or current students of FWISD.



Roxanne Martinez, Second Vice President

District 9

Roxanne Martinez is a graduate of Diamond Hill-Jarvis High School. She earned a B.S. in Journalism & Communications from the University of Florida and a Graduate Certificate in Marketing Management from the University of Dallas. Roxanne resides in Fort Worth with her husband and two kids, Serenity and Jayson and currently serves as a board member for the Fort Worth Hispanic Chamber of Commerce and on the marketing committee for Girls Inc. of Tarrant County. She also serves as Secretary of the Diamond Hill Jarvis Heritage Foundation. For over a decade, Roxanne and her husband have volunteered as coaches, mentors and board members for the Diamond Hill North Side Youth Association.

Board of Trustees



Anael Luebanos, Secretary

District 8

Anael Luebanos was born in Fort Worth then moved with his family to rural Mexico as a child. His parents knew that he would have more opportunities in the United States so a 15-year old Anael took the bus to Fort Worth to live with relatives. He enrolled at Paschal High School and had to learn English fast. A group of excellent and patient teachers helped him to gain English proficiency. The hard work paid off as he was able to graduate with honors from Paschal High School and attended Texas Wesleyan University, where he received his Bachelor's degree and his MBA. Anael married his high school sweetheart, Anahi, and they have two beautiful children, one who is an elementary student in FWISD.



Tobi Jackson, Board Member

District 2

Tobi Jackson is a parent, educator, and administrator. A lifelong resident of East Fort Worth who attended: Eastern Hills Elementary, Meadowbrook Middle School, and proudly graduated in 1978 from Eastern Hills High School. This FWISD education prepared her for a successful transition into college, where she received a B.A. from The University of Texas at Arlington and an M.S. from the University of North Texas. Coupled with over 3 decades of community service in Tarrant County, Ms. Jackson's focus is firmly planted in sustainable, outcomes driven efforts on behalf of ALL Fort Worth youth. She and husband Bruce have two children, Alexis and Zoie. Alexis is a 2018 graduate of FWISD. Zoie attends The I.M. Terrell VPA/STEM Academy of FWISD.



Quinton 'Q' Phillips, Board Member

District 3

Quinton "Q" Phillips is a native of Fort Worth born and raised on the eastside of the city in the Historic Stop Six Community. Quinton has spent over a decade helping to facilitate a cultural diversity and leadership camp for high school students and has now served the Multicultural Alliance for two decades. Quinton is a graduate of The Illustrious Paul Laurence Dunbar High School and a proud alumnus of Prairie View A&M University where he earned a Bachelor's degree in Social Work. He is also a graduate of Palmer Theological Seminary at Eastern University where he received a Master's in Theological Studies. Quinton is married to Diondria, and they have two sons, Quinton II and Austin.

Board of Trustees



Wallace Bridges, Board Member

District 4

Wallace Bridges is a proven grassroots community leader who has spent his life advocating for the needs and wellbeing of youth across Fort Worth. His work has focused on building community-based mentoring programs that engage our youth and inspire them to become the next generation of impactful leaders our community will need to create positive change. Wallace has also served Fort Worth by volunteering for many community-based organizations. Wallace understood the need for greater parent involvement in our local schools and successfully launched the first PTA organization at Van Zandt-Guinn Elementary School. Through his leadership, the Van Zandt-Guinn Elementary School PTA has grown to over 40 active members and he was elected as the PTA's first President.



Kevin Lynch, Board Member

District 5

Kevin Lynch has dedicated his life to making our community a better place. He holds an MBA in Finance from the University of Alabama Birmingham and a bachelor's degree in Speech Communications from the University of Georgia. Kevin is the founder of the men's leadership organization F3 Fort Worth, and he co-founded Panther Prep Football. Kevin's commitment to education extends to his involvement as a mentor at Alice Contreras Elementary and his dedicated work as a mentor with Academy 4 at Westcliff Elementary over the past two years. He and his wife, Stephanie, are the proud parents of five children attending FWISD, and this personal connection to the District fuels his drive to make a positive impact on the educational experience of every student.



Dr. Michael Ryan, Board Member

District 7

Michael Ryan, Ed.D. and his wife, Michele, attend HighRidge Church in Benbrook. They have 2 married sons and 5 beautiful grandchildren. Dr. Ryan has served the greater Fort Worth community in multiple capacities including the Fort Worth After School Program and the T.C.U. Education Alumni Council. He attended Fort Worth ISD schools and is a 1969 graduate of Paschal High School. He was awarded Bachelor of Music Education ('74) and Bachelor of Science ('80) degrees from Texas Christian University. He received his M.S. in Education Administration from East Texas State University ('82) and was awarded his doctoral degree with a major in curriculum & instruction and instructional technology from Texas A&M University.

Board Member Ethics

What are the ethical requirements of board members? [Policy [BBF\(LOCAL\)](#)]

All FWISD board members shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

Equity in Attitude

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

Trustworthiness in Stewardship

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

Honor in Conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

Integrity of Character

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

Commitment to Service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Student-Centered Focus

- I will be continuously guided by what is best for all students of the District.

Board Meetings

When does the Board of Trustees meet, and how can the public participate? [Policy [BE\(LOCAL\)](#)]

FWISD Board Workshops are scheduled the second Tuesday of the month and regular Board Meetings the fourth Tuesday of the month (see [FWISD Board Calendar](#)). The meetings are held at the FWISD District Service Center, 7060 West Camp Bowie Boulevard. Meetings begin at 5:30 p.m. and are open to the public. Additional meetings are scheduled on an as-needed basis, and Texas law allows the Board to call an emergency meeting in crisis situations.

Board meeting agendas are posted on the [FWISD website](#), on the [Board of Trustees webpage](#), and at least 72 hours before the board meeting.

In accordance with the Texas Open Meetings Act, the Board may meet privately in closed session to discuss matters related to personnel, student discipline, security, land acquisition, and/or to consult with legal counsel [Policy [BEC\(LEGAL\)](#)]. No action, however, may be taken during a closed session.

The Board of Trustees encourages and invites the public to attend meetings and address the Board.

Addressing the Board

How can the public address the Board? [Policies [BED\(LEGAL\)](#) and [BED\(LOCAL\)](#)]

Addressing the Board at a Regular Board Meeting

When necessary for effective meeting management of the Board meeting or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on non-agenda items, continuing agenda items to a later meeting, providing an expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. See *Board Policy [BED\(LOCAL\)](#)* and *[Government Code Chapter 551](#)*.

1. Following the posting of the Board meeting agenda, anyone desiring to make a public comment may sign-up by calling 817-814-1956 by 4:00 PM the day of the meeting and may sign-up at the meeting until 5:20 PM. Individuals desiring to make a public comment by written statement may email amanda.coleman@fwisd.org by 12:00 PM the day of the meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the Board meeting.
2. Board members may not engage in a verbal exchange about a subject that has not been posted. The Board may reply with the following: (1) a statement of specific factual information given in response to the inquiry; (2) recitation of existing policy in response to the inquiry; or (3) by directing the person to visit with staff about the issue.
3. Participants must specify the agenda item(s) or topic(s) of their comment(s).
4. Participants addressing items on the agenda and topics not specifically listed on the agenda will speak during the public comment portion of the meeting.

5. No presentation shall exceed three (3) minutes unless the speaker receives prior approval for additional time because of the use of a translator. When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the time allotted for each speaker will be two (2) minutes when the number of speakers exceeds twenty (20) persons. The allotted time will begin counting down as soon as the speaker begins speaking. Additional adjustments to the allotted time may be needed, but the time allotted per speaker will never be less than one (1) minute.
6. Participants who require the assistance of a translator are permitted double the allotted time of participants who do not require the assistance of a translator.
7. Participants may not relinquish their time to another speaker.
8. Participants and members of the audience are allowed to bring signs during the meeting, but such signs shall be limited to a standard poster board size no larger than 22"x28". Individual signs that when put together form a larger sign need to comply with the 22"x28" size requirement as measured when the signs are put together.
9. Speakers should practice normal rules of decorum. Vulgar language and profanity will not be tolerated.
10. The Board shall not tolerate disruption of the meeting by members of the audience to include verbal, audio or physical disruptions. If, after at least one warning from the presiding officer, any individual continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual removed from the meeting. See *Board Policy BED(LOCAL)*.
11. Any employee, parent, or other member of the public is asked to comply with the appropriate grievance policy to have a complaint heard pursuant to the applicable Board policy. See *Board Policies DGBA, FNG, and GF*.

Public Comment specific to items on the agenda will occur before consideration of any item and before closed session. Individuals are permitted to address the Board on any topic provided the procedures listed above are followed.

Addressing the Board at a Board Workshop, Special Meeting and Public Hearing

The same guidelines provided above for addressing the Board at a Regular Meeting are to be followed. The only exception is at Board Workshops, Special Meetings, and Public Hearings, public comment shall be limited to items on the agenda posted with notice of the meeting.

During All Meetings of the Board, the Board President will ensure that the following guidelines are followed:

- Requests to address the Board will be accepted on a first come, first served basis.
- Speakers are not allowed to identify students (other than parents who identify their own children), District personnel, or District volunteers by name.

Agenda Creation and Agenda Items

How are the agendas created? [Policy [BE\(LOCAL\)](#)]

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. The deadline for submitting items for inclusion on the agenda is the fifth working day before regular meetings and noon on the third working day before special meetings. Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Pending adoption of BE(LOCAL): Any Board member may request that a subject be included on the agenda for a meeting. ~~and the~~ The Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by ~~at least three Board members~~ ~~a Board member~~. This requirement is not intended to circumvent the Open Meetings Act. All meetings will be conducted in accordance with the Act, and any discussions or deliberations of public business will be held in an open meeting that the public may attend and observe. No Board member, including the Board President or any other Board officer, is authorized to unilaterally add a topic to any Board meeting agenda. Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or ~~at least three individual~~ Board members ~~has~~ ~~have~~ requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject ~~timely and appropriately~~ requested by ~~at least three~~ ~~a~~ Board members ~~unless the requesting Board members rescind the request to have an item included on a meeting agenda~~ ~~member without that Board member's specific authorization~~.

Agenda Inquiry and Response Process

How do Board members receive additional information or clarification about agenda items?

Board members can access Board Books, where all agenda items and supporting materials are uploaded, at any time. Prior to the posting of the agenda, Trustees will have a four-day period to submit questions and receive responses from Senior Staff. All inquiries and responses will be visible in the posted agenda.

Board-Adopted Strategic Framework

What guides decisions made by the Board of Trustees? [Policy [AE\(LOCAL\)](#)]

The Board of Trustees has adopted a strong strategic framework to guide all decision-making. Board members will honor the Mission, Vision, and Core Beliefs while meeting District goals through scalable systems that operate with effective change management and system development with a commitment to continuous improvement.

Core Beliefs

We Believe...

~~August 1, 2023~~

10

- Equal access and opportunity to learn is the right of every student;
- School curricula and instruction must be rigorous, relevant, engaging, and provide students with multiple options and opportunities for the future;
- The ultimate measure of what is taught is what is learned;
- Teachers are our most valuable resource, and the focus of all our efforts is to support teaching and learning;
- Public education requires the active participation of parents and the community to obtain and maintain excellence;
- The FWISD community acknowledges, respects, and appreciates diversity;
- Safe and orderly community and school environments are essential to student health, wellness and academic success; and
- The adequate and equitable provision and distribution of resources, a strong infrastructure that is both effective and efficient, and a system of accountability are essential to ensuring a high-performing educational system.

Mission

Preparing all students for success in college, career, and community leadership.

Vision

Igniting in every child a passion for learning.

District Goals [\[AE\(EXHIBIT\)\]](#)

Goal 1: Early Literacy: Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Reading from 34 percent to 47 percent by 2024.

Goal 2: Early Math: Increase the percentage of grade 3 students who score at “meets grade level” or higher on STAAR Mathematics from 34 percent to 45 percent by 2024.

Goal 3: College and Career Readiness: Increase the percentage of students graduating with a CCMR indicator from 43 percent to 48 percent by 2024.

The Superintendent shall interpret and implement the Board’s student outcome goals and, in consultation with the Board, shall select goal progress measures (GPMs) for each student outcome goal. For any school year during which the Board’s student outcome goals are not met, the Superintendent shall make reasonable progress toward meeting the student outcome goals.

Board’s Constraints for the Superintendent

In attaining the Board’s student outcome goals, the Superintendent shall not:

1. ~~Allow teachers to go without a districtwide evidence-based academic and behavioral intervention and support system~~ ~~Make operational decisions that prevent access of all students to learning.~~
2. ~~Allow annual student attendance in Fort Worth ISD to decline below 92.43%~~ ~~Make decisions without prioritizing physical health, safety, and mental well-being of students and their families and staff.~~

3. Campuses to go without implementing Professional Learning Communities (PLCs) with fidelity at all campuses ~~Reduce transparency and communication regarding the impact of strategic initiatives on student learning.~~
- ~~4. Operate without actively monitoring and working to eliminate the loss of instructional time.~~
5. ~~Operate without examining the enrollment process and data annually to ensure no inequitable impact on students of color.~~

The school system shall pursue a “System of Great Schools” theory of action in which the central administration devolves autonomy to schools, empowers parents to make choices, creates performance contracts with campuses, annually evaluates performance of and demand for schools, and makes strategic decisions regarding growing access to high-performing schools and addressing low performers. Campus performance contracts shall require each campus to accomplish the Board’s student outcome goals while operating within the Board’s other constraints.

The Superintendent shall interpret the Superintendent’s constraints and, in consultation with the Board, shall select constraint progress measures (CPMs) for each constraint.

Board Constraints for the Board

The Board shall operate within the Board’s role, as defined above, and the Board’s operating procedures. The Board, either collectively or through the actions of individual Board members, shall not:

1. Spend less than 50% of time during Board authorized public meetings focused on student outcomes;
2. Give or appear to give operational advice or instructions to District staff; or
3. Behave in a manner that erodes trust and respect among the team of 10.

Board Self-Evaluation

The Board shall conduct formative self-evaluations at least quarterly and, within 45 days prior to conducting the annual evaluation of the Superintendent, shall conduct an annual summative self-evaluation. The Board shall self-evaluate using the Quarterly Progress Tracker tool provided by Lone Star Governance.

Superintendent’s Evaluation

The Board shall annually evaluate the Superintendent based on the school system’s achievement of the Board’s student outcome goals and compliance with the Superintendent’s constraints. Accomplishment of at least 80 percent of the annual targets for either the student outcome goals (GPM) or of the adopted progress measures (CPM) shall be an automatic indicator of success; below that threshold, the Board’s judgment shall be the indicator of success.

Board Monitoring Calendar

Date	Type
August 8, 2023	Workshop (Topic: Learning & Leading Support Overview)
August 22, 2023	Regular Meeting
September 12, 2023	Workshop (Topic: LSG Constraints)
September 26, 2023	Regular Meeting
October 10, 2023	Workshop (Topic: Learning & Leading Goals)
October 24, 2023	Regular Meeting
November 7, 2023	Regular Meeting
December 12, 2023	Regular Meeting
January 16, 2024	Workshop (Topic: Facilities)
January 30, 2024	Regular Meeting
February 13, 2024	Workshop (Topic: MOY/MAP Data – Tier I & Interventions)
February 27, 2024	Regular Meeting
March 5, 2024	Workshop (Topic: Technology/Professional Development)
March 26, 2024	Regular Meeting
April 9, 2024	Workshop (Topic: Special Populations)
April 23, 2024	Regular Meeting
May 14, 2024	Workshop (Topic: Budget/Compensation)
May 28, 2024	Regular Meeting
June 11, 2024	Workshop (Topic: Finance)
June 25, 2024	Regular Meeting
July 23, 2024	Regular Meeting

Board Meetings and Board Member Conduct

How are board meetings conducted and what is expected of Board members as they conduct business? [Policy [BE\(LOCAL\)](#)]

The Board shall observe the parliamentary procedures as found in [Robert's Rules of Order, Newly Revised](#), except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Board members are expected to conduct themselves professionally and ethically during all meetings and public forums. While differences of opinion, if respectfully presented, are encouraged and will not be construed as unprofessional or unethical behavior, unprofessional and uncivil behavior will not be considered germane to any motion and will not be tolerated.

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Deliberating Motions: The board president will ensure that deliberation is germane to the motion under consideration. The board president will not recognize a member who wishes to be heard for a second time on a motion until all other board members have had an opportunity to speak to the motion. Deliberation should continue until such time that all board members have had adequate opportunity to deliberate and ask clarifying questions.

Voting shall be by voice vote, a show of hands, or by electronic tally, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request.

Executive Session: The board may only deliberate matters in closed session as permitted by the Open Meetings Act. A vote on a matter deliberated in closed session must be made in open session. Information and opinions shared during closed session must remain confidential. All personnel matters must be conducted in closed session unless specifically required by the Open Meetings Act, and any information that is subject to the attorney-client privilege must be kept confidential.

Board Officers and Members Authority

What authority do Board officers and members have? [Policies [BDAA\(LOCAL\)](#) and [BBE\(LOCAL\)](#)]

The President shall:

- Preside at all Board meetings unless unable to attend.
- Appoint or provide for the election of all committees and appoint chairpersons unless otherwise directed by the Board.
- Call special meetings of the Board.
- Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.

- Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
- Decide all questions of order in accordance with Robert's Rules of Order, Newly Revised, as modified by Board policy.
- Perform all customary duties of the office and other duties as may be required by law or the Board.
- In the event of the absence or incapacity of the Board Secretary, the Board President shall appoint a Secretary Pro Tempore.

The First Vice President shall:

- Act in the capacity and perform the duties of the Board President in the event of the absence or incapacity of the President.
- Become President only upon being elected to the position.
- Perform other duties as prescribed by the Board.

The Second Vice President shall:

- Act in the capacity and perform the duties of the Board President in the event of the absence or incapacity of the President and the First Vice President.
- Perform other duties as prescribed by the Board.

The Secretary shall:

- Act in the capacity and perform the duties of the presiding officer in the absence of the President and the First and Second Vice Presidents of the Board.
- Countersign all warrants for school money drawn upon the depository by order of the Board.
- Attest to the signature of the President on all contracts and legal documents.
- Perform other functions as may be required by applicable statutes and Board policies.

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See [BBE\(LOCAL\)](#)] A Board member may not exert pressure of any kind on the Superintendent or staff members to bring about the election, promotion, or dismissal of any District employee. If a Board member does attempt to exert pressure, the Superintendent is instructed and obligated to bring the matter to the attention of the Board.

Board Officer Elections

How do board officer elections work? [Policy [BDAA\(LOCAL\)](#)]

At the first regular meeting following each May election, including the time it takes for a runoff election, if necessary, the Board shall elect a President, a First Vice President, a Second Vice President, and a Secretary from within Board membership. Officers shall be elected by majority vote of the members present and voting.

The Superintendent shall serve as chair and shall preside over the meeting during the election of officers until such time as the President is elected.

Board officers may serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. For continuity, officers are encouraged to seek an additional term after their first term, but limit election as Board President to two consecutive years. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

Standards of Behavior

What are the expectations of board members' standards of behavior? [Policy [BBFA\(LOCAL\)](#)]

- Board members will commit to upholding the Board of Trustees' Code of Ethics. [Policy [BBF\(LOCAL\)](#)]
- Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report.
- A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use his or her position to seek personal advantage.
- At each regularly scheduled Board meeting, the Board President shall make a statement to remind Board members of the legal conflict of interest requirements, shall request disclosure for any matter under consideration on the agenda for that meeting, and, if required by law, Board members shall then recuse themselves from all discussion and shall abstain from voting on any matter pertaining to such a disclosure.

Communications

What is the protocol for how the Board should communicate? [Policy [BBE\(LOCAL\)](#)]

- The superintendent will update the board members on board-related matters.
- When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.
- Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue.
- Certain information disclosed to board members is confidential by law and may not be disclosed to third parties. Board members must not disclose information that is subject to the attorney-client privilege. Board members also should not disclose any information to which they have access by virtue of their position as board members that has not been made public, if, to do so, would compromise the board or the administration in the conduct of their affairs.
- In the event a board member communicates with the public either electronically or in writing regarding a matter of district business, the member is encouraged to remember that the Public Information Act may require disclosure of such communication.
- Board members are encouraged not to respond to anonymous communications.

- Board members who host Internet sites that include, sponsor or permit postings regarding matters relevant to the district or district business, will include a disclaimer in a form approved by the board's attorney, providing that such postings are not made on behalf of the district.

Conflict Resolution

How are conflicts resolved?

Board members are encouraged to express concerns about another member's performance directly with that member.

If a member is unsuccessful in resolving a concern with a fellow board member, he/she should address the matter with the board president. The board president shall discuss the concern with the board members in question and may moderate a discussion between them.

If, in the board president's judgment, resolution of the concern requires discussion amongst a quorum or more of board members, a meeting must be posted and conducted in accordance with the Open Meetings Act.

The president shall remind the board member whose behavior is in question about the adopted Code of Ethics and Board Operating Procedures and discuss how the board member's behavior does not comply. The discussion also will identify more appropriate alternatives to the behavior, or refer the board member to policies or procedures that outline approved ways to deal with any issue that prompted the behavior.

If the concern involves the board president, a board member may discuss his or her concerns with the board vice president. Board members will not take concerns about fellow board members to the superintendent. Board members will not speak about performance concerns regarding individual board members with anyone other than the board and the board's attorney.

Board Member Requests for Information and Communications with Staff

What is the protocol for Board members to request information? [Policy [BBE\(LOCAL\)](#)]

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Concerns and Complaints

How should Board members handle concerns or complaints? [Policy [BBE\(LOCAL\)](#)]

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator.

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

Media Inquiries

How should the Board handle the media? [Policy [GBBA\(LOCAL\)](#)]

The Board President shall be designated as the spokesperson for the Board. News media requests for District information, interviews, comments, or statements shall be directed to the Communications Department. News releases concerning the overall operations of the District, schools, events, initiatives, or activities shall be prepared by the Communications Department. In any situation affecting the District or an individual campus, the Superintendent or designee shall be the official District spokesperson and shall be responsible for all communication with the news media.

Campus Visits

Can Board members visit campuses? [Policy [BBE\(LOCAL\)](#)]

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations.

Travel

Are Board members required to travel and who pays when they do? [Policy [BBG\(LOCAL\)](#)]

A travel budget for the Board shall be established as part of the annual budget planning process and shall be budgeted in the general fund. Trustees shall be allocated a budget for travel, professional development training, and reasonable expenses associated with attending functions of District-related organizations. Total expenses incurred shall not exceed the budgeted amount for such expenses as adopted by the Board for the fiscal year. Education-related meetings, functions, and activities of, or sponsored by, the following entities are approved for travel at the expense of the District.

Other travel may be approved by the Board President. The Vice President shall be responsible for approving other travel requested by the President. The Board shall have final responsibility in determining compliance.

Committees

What are the current Board committees and how do they function? [Policy [BDB\(LOCAL\)](#)]

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special and standing committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.

Board Committees can be located on the [FWISD Board webpage](#).

Board Development

What training will Board members receive? [Policies [BBD\(LEGAL\)](#) and [BBD\(LOCAL\)](#), and [BBD\(EXHIBIT\)](#)]

Board members will fulfill the training requirements specified in Board Policies BBD(LEGAL) and BBD (LOCAL). The Board President shall announce the status of each Board member’s continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District’s uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District’s website in accordance with law.

TRAINING REQUIREMENTS FOR SCHOOL BOARD MEMBERS

Length of Service	Local District Orientation	Intro to TEC	Open Government ³	Cybersecurity	Post-Legislative Update to TEC	Child Abuse Prevention	Evaluating and Improving Student Outcomes (formerly SB 1566)	Team Building	Additional Continuing Education (based on assessed needs)
New Trustees (First Year) ~25 hrs	Local Orientation ² (within 120 days) 3 hrs	(within 120 days) 3 hrs	OMA ³ (within 90 days) 1-2 hrs PIA 1-2 hrs	~1 hr each year	N/A because update is incorporated into Intro to TEC	1 hr every two years	(within 120 days) 3 hrs ² every two years	3 hrs ² each year with all trustees and superintendent	10 hrs first year
Experienced Trustees (After First Year) 9-16 hrs ¹	Can attend, but not required				Sufficient length ~1-2 hrs after each legislative session				
Providers	School District	ESC	TASB or other registered provider	See Department of Information Resources website	TASB or other registered provider	TASB or other registered provider	TASB or other authorized provider	TASB or other registered provider	TASB or other registered provider

Training Requirements Notes:

¹ Required hours after the first year will vary depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.

² Trustees may receive any training online **except** Local Orientation for new board members, Team Building, and Evaluating and Improving Student Outcomes.

³ OMA and PIA training is required (outside of SBOE rule) of all elected officials within 90 days of election or appointment. PIA training may be delegated by district policy.

OMA: Open Meetings Act
TEC: Texas Education Code
PIA: Public Information Act
SBOE: State Board of Education

Board members should be familiar with district policies, especially their duties as defined in policy [BAA\(LEGAL\)](#) and will annually review its Board Operating Procedures and Board Ethics Policy [BBF\(LOCAL\)](#).

Annually, the Board will conduct a self-evaluation using the Lone Star Governance Implementation Integrity Instrument [Policy [BG\(LEGAL\)](#)].

What is Lone Star Governance? Lone Star Governance (LSG) is an optional, first-of-its-kind training initiative.

Founded on research, LSG is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: improving student outcomes.

The purpose of Lone Star Governance is to provide coaching and support, through a continuous-improvement framework, for school governing teams that choose and commit to intensively focus on the objective to improve student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity. In addition to the primary focus on improving student outcomes, Lone Star Governance provides systems for governing legal and fiscal responsibilities.

Advocacy

Is advocacy part of our job? [\[BBD\(EXHIBIT\)\]](#)

The Board promotes the vision and engages the community in developing and fulfilling the vision. The Board advocates on behalf of Texas public school children.

The board:

- Demonstrates its commitment to, and advocates on behalf of, the shared vision and goals by clearly communicating them to the superintendent, staff, and community.
- Regularly reports district progress to families and the community
- Ensures multiple forms of two-way communication will be used to engage, empower, and connect students, families, staff, media, and community with the District.
- Builds collaborative relationships and partnerships with families and community, business, nonprofit, higher-education, education support organizations, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
- Recognizes the respective roles of and provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency to ensure maximum effectiveness and benefit to Texas schoolchildren.
- Promotes school board service by educating the community about the role of a school board and encouraging leadership opportunities within the community.

Board Evaluation of the Board

Who evaluates the Board?

The Board utilizes the Lone Star Governance self-evaluation tool to provide a continuous improvement model, in collaboration with the Superintendent, to focus intensely on one primary objective: Improving Student Outcomes. Lone Star Governance accomplishes this intense focus through the execution of five points of the Texas Framework for School Board Development: Vision, Accountability, Structure, Unity, and Advocacy.

Superintendent's Evaluation and Contract

How does the Board evaluate the Superintendent? [Policies [BJCD\(LOCAL\)](#)] and [BJC\(LEGAL\)](#)]

Superintendent's Evaluation

- The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals. The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in a closed meeting, unless the Superintendent requests that the discussion be open. The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

Superintendent's Contract

- A board may employ by contract a superintendent for a term not to exceed five years.

Single-Member District Maps

Access single-member District maps [here](#).

Disclaimer: The purpose of the Board Operating Procedures Manual is to provide Board Members with information about their roles and responsibilities and to highlight Board policies that relate to the functioning of the Board. This manual will be reviewed and updated annually. If any conflict exists between the Board Operating Procedures and current Board Policy as provided by Board action or the [Online Board Policy Manual](#), Board Policy prevails.



**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: APPROVE DEBT SERVICE BUDGET AMENDMENT FOR THE PERIOD
ENDING DECEMBER 31, 2023**

BACKGROUND:

The Debt Service Fund budget was initially adopted on June 27, 2023. A review of the debt service revenues through December 2023 necessitates a budget amendment to be approved by the Board. The changes in the current tax levy estimate reflects the adoption of the \$0.2720 tax rate, applied to the certified tax levy plus adjustments. The State Revenues line item reflects the current estimate of the Additional State Aid for Homestead Exemption (ASAHE) as calculated by the Texas Education Agency.

Additionally, the cash defeasance of more than \$29.9 million needs to be budgeted for in the Other Financing Sources area.

This amendment provides for the budgetary changes in Debt Service Fund associated with these estimates and transaction. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Debt Service Budget Amendment for the Period Ended December 31, 2023
2. Decline to Approve Debt Service Budget Amendment for the Period Ended December 31, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Debt Service Budget Amendment for the Period Ended December 31, 2023

FUNDING SOURCE: *Additional Details*

Debt Service Fund Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

School(s)/Department(s)

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

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

5711	152,661,051.00	(11,816,230.00)	140,844,821.00
5712	-	868,704.00	868,704.00
5719	820,796.00	46,337.00	867,133.00
5742	2,082,516.00	-	2,082,516.00
5829	3,693,999.00	8,055,641.00	11,749,640.00
total	159,258,362.00	(2,845,548.00)	156,412,814.00
6511	85,910,000.00		85,910,000.00
6521	63,193,070.00		63,193,070.00
6599	125,000.00		125,000.00
total	149,228,070.00	-	149,228,070.00
total rev	10,030,292.00	(2,845,548.00)	7,184,744.00
7911	-		-
7916	-		-
8949	-	29,937,078.00	29,937,078.00
total	-	29,937,078.00	29,937,078.00
net chg	10,030,292.00	(32,782,626.00)	(22,752,334.00)

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: APPROVE BUDGET AMENDMENT FOR THE PERIOD ENDING
DECEMBER 31, 2023**

BACKGROUND:

The 2023-2024 General Fund was initially adopted on June 27, 2023. During the month ending December 31, 2023, requests were made by campuses and departments to transfer funds between functions for the General Fund, as reflected on the spreadsheet provided.

This amendment also includes \$11.1M net increase to state revenue due to increase in enrollment and average daily attendance, investment earnings, indirect cost earned income, and insurance recovery.

All requests are necessary in the normal course of District Operations. Once amendments have Board approval, they will be posted to the General Ledger.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Budget Amendment for the Period Ended December 31, 2023
2. Decline to Approve Budget Amendment for the Period Ended December 31, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Budget Amendment for the Period Ended December 31, 2023

FUNDING SOURCE: *Additional Details*

General Fund Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

School(s)/Department(s)

RATIONALE:

Education Code 44.006(b) and the State Board of Education's Financial Accounting and Reporting Resource Guide require amendment, if needed, of the annual budget by official Board action. The proposed revision complies with legal requirements.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer, Business and Finance Division

**General Fund
Budget Amendment
2023-2024**

	Consolidated General Fund 2023-2024 Amended Budget 11/30/2023	Adjustments	Consolidated General Fund 2023-2024 Amended Budget 12/31/2023
<u>REVENUE & OTHER SOURCES</u>			
5700 Local Revenue	\$519,067,626	(\$81,449,051)	\$437,618,575
5800 State Revenue	\$265,550,256	\$92,220,134	\$357,770,390
5900 Federal Revenue	\$16,385,807	\$17,250	\$16,403,057
7900 Other Sources	\$500,000	\$295,339	\$795,339
Total Revenue & Other Sources	\$801,503,689	\$11,083,672	\$812,587,361
<u>EXPENDITURES</u>			
11 Instruction	\$471,331,461	(\$387,971)	\$470,943,490
12 Instruction Resources and Media Services	\$11,878,972	(\$2,345)	\$11,876,627
13 Curriculum and Instructional Staff Development	\$12,909,335	\$8,401	\$12,917,736
21 Instructional Administration	\$16,678,069	(\$49,660)	\$16,628,409
23 School Administration	\$52,444,912	\$54,892	\$52,499,804
31 Guidance and Counseling Services	\$47,046,036	\$172,645	\$47,218,681
32 Social Work Services	\$5,644,253	\$33	\$5,644,286
33 Health Services	\$12,560,814	\$967	\$12,561,781
34 Student Transportation	\$38,686,416	(\$61,438)	\$38,624,978
35 Food Services	\$485,714	\$6,258	\$491,972
36 Cocurricular/Extracurricular Activities	\$20,834,094	\$191,394	\$21,025,488
41 General Administration	\$25,681,049	\$2,770	\$25,683,819
51 Plant Maintenance and Operations	\$102,551,927	\$72,971	\$102,624,898
52 Security and Monitoring Services	\$15,891,752	(\$5,042)	\$15,886,710
53 Data Processing Services	\$33,629,796	(\$449)	\$33,629,347
61 Community Services	\$5,135,116	(\$3,426)	\$5,131,690
71 Debt Service	\$3,000,000	\$0	\$3,000,000
81 Facilities Acquisition & Construction	\$9,837,975	\$0	\$9,837,975
91 Contracted Instructional Services between Public Schools	\$8,422,002	\$0	\$8,422,002
95 Payments to Juvenile Justice Alt Ed Program	\$45,000	\$0	\$45,000
97 Tax Increment Financing	\$0	\$0	\$0
99 Other Intergovernmental Charges	\$2,963,095	\$0	\$2,963,095
Total Budgeted Expenditures	\$897,657,788	\$0	\$897,657,788
Total Deficit	(\$96,154,099)	\$11,083,672	(\$85,070,427)
Beginning Fund Balance (Audited)	401,675,275		401,675,275
Fund Balance-Ending (Unaudited)	\$305,521,176	\$11,083,672	\$316,604,848

		December 31, 2023 Budget Amendment		
		Increase	Decrease	Net Effect
Object	Revenue			
5700	Fund 199 - Change in revenue due to increase in enrollment, average daily attendance and investment earnings		81,449,051	
	Overall effect in Object 5700	0	81,449,051	(81,449,051)
5800	Fund 199 - Change due to increase in enrollment and average daily attendance	92,220,134	-	
	Overall effect in Object 5800	92,220,134	0	92,220,134
5900	Fund 199 - Federal revenue indirect cost earned income	17,250		
	Overall effect in Object 5900	17,250	0	17,250
7900	Fund 199 - Insurance recovery	295,339	-	
	Overall effect in Object 7900	295,339	-	295,339
	Total	92,532,723	81,449,051	11,083,672
Function	Expenses			
11	Fund 199 - PSAT Testing Materials		130,743	
	Fund 198 - Theatre equipment replacement various campuses		167,828	
	Campus/Dept. normal course of District operations		89,400	
	Overall effect on Function 11	0	387,971.00	(387,971)
12	Campus/Dept. normal course of District operations		2,345	
	Overall effect on Function 12	0	2,345	(2,345)
13	Campus/Dept. normal course of District operations	8,401		
	Overall effect on Function 13	8,401.00	0	8,401
21	Fund 199 - Data Collection Contract		49,660	
	Overall effect on Function 21	-	49,660	(49,660)
23	Campus/Dept. normal course of District operations	54,892		
	Overall effect on Function 23	54,892	-	54,892
31	Fund 199 - Data Collection Contract	52,920		
	Fund 199 - PSAT Testing Materials	119,725		
	Overall effect on Function 31	172,645	0	172,645
32	Campus/Dept. normal course of District operations	33		
	Overall effect on Function 32	33	-	33
33	Campus/Dept. normal course of District operations	967		
	Overall effect on Function 33	967	-	967
34	Campus/Dept. normal course of District operations		61,438	
	Overall effect on Function 34	-	61,438	(61,438)
35	Campus/Dept. normal course of District operations	6,258		
	Overall effect on Function 35	6,258	-	6,258
36	Fund 198 - Theatre equipment replacement various campuses	167,828		
	Campus/Dept. normal course of District operations	23,566		
	Overall effect on Function 36	191,394	0	191,394
41	Campus/Dept. normal course of District operations	2,770		
	Overall effect on Function 41	2,770.00	0	2,770
51	Campus/Dept. normal course of District operations	72,971		
	Overall effect on Function 51	72,971	-	72,971
52	Campus/Dept. normal course of District operations		5,042	
	Overall effect on Function 52	0	5,042.00	(5,042)
53	Campus/Dept. normal course of District operations		449	
	Overall effect on Function 53	-	449	(449)
61	Campus/Dept. normal course of District operations		3,426	
	Overall effect on Function 61	-	3,426	(3,426)
	Total	510,331	510,331	-

FORT WORTH INDEPENDENT SCHOOL DISTRICT



SUMMARY OF 2023-2024 BUDGET AMENDMENTS CONSOLIDATED GENERAL FUND

Fort Worth
INDEPENDENT SCHOOL DISTRICT

	ORIGINAL	ADD/ SUBTRACT	8/31/2023	ADD/ SUBTRACT	9/30/2023	ADD/ SUBTRACT	10/31/2023	ADD/ SUBTRACT	11/30/2023	ADD/ SUBTRACT	12/31/2023
Revenue and Other Sources											
5700 Local Revenue	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	\$ -	\$519,067,626	(\$81,449,051)	\$437,618,575
5800 State Revenue	265,550,256.00	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$ -	\$265,550,256	\$92,220,134	\$357,770,390
5900 Federal Revenue	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$ -	\$16,385,807	\$17,250	\$16,403,057
7900 Other Sources	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$ -	\$500,000	\$295,339	\$795,339
Total Revenue & Other Sources	\$801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ -	801,503,689	\$ 11,083,672	812,587,361
Expenditures											
11 Instruction	\$ 452,855,627	\$17,143,402	469,999,029	\$ 298,737	\$ 470,297,766	\$ 1,771,123	\$472,068,889	\$ (737,428)	\$ 471,331,461	\$ (387,971)	\$470,943,490
12 Instructional Resources and Media Services	12,043,156	-	12,043,156	23,121	12,066,277	(1,551)	12,064,726	(185,754)	11,878,972	(2,345)	11,876,627
13 Curricular and Instructional Staff Development	12,911,081	-	12,911,081	(115,630)	12,795,451	(43,257)	12,752,194	157,141	12,909,335	8,401	12,917,736
21 Instructional Administration	16,651,180	10,218	16,661,398	(268,444)	16,392,954	64,154	16,457,108	220,961	16,678,069	(49,660)	16,628,409
23 School Administration	52,725,631	-	52,725,631	50,076	52,775,707	19,066	52,794,773	(349,861)	52,444,912	54,892	52,499,804
31 Guidance and Counseling Services	46,782,032	-	46,782,032	86,258	46,868,290	(446)	46,867,844	178,192	47,046,036	172,645	47,218,681
32 Social Work Services	4,924,376	-	4,924,376	47,764	4,972,140	-	4,972,140	672,113	5,644,253	33	5,644,286
33 Health Services	13,018,700	-	13,018,700	13,481	13,032,181	5	13,032,186	(471,372)	12,560,814	967	12,561,781
34 Student Transportation	22,731,086	16,531,829	39,262,915	(58,499)	39,204,416	(518,000)	38,686,416	-	38,686,416	(61,438)	38,624,978
35 Food Services	426,614	-	426,614	135,512	562,126	(82,912)	479,214	6,500	485,714	6,258	491,972
36 Cocurricular/Extracurricular Activities	20,321,670	490,028	20,811,698	(13,862)	20,797,836	2,735	20,800,571	33,523	20,834,094	191,394	21,025,488
41 General Administration	26,130,271	5,250	26,135,521	(39,986)	26,095,535	(373,142)	25,722,393	(41,344)	25,681,049	2,770	25,683,819
51 Plant Maintenance and Operations	97,511,340	4,022,641	101,533,981	1,202,223	102,736,204	(324,522)	102,411,682	140,245	102,551,927	72,971	102,624,898
52 Security and Monitoring Services	15,788,569	374,823	16,163,392	1,263	16,164,655	-	16,164,655	(272,903)	15,891,752	(5,042)	15,886,710
53 Data Processing Services	30,928,534	3,804,942	34,733,476	(1,305,879)	33,427,597	(531,250)	32,896,347	733,449	33,629,796	(449)	33,629,347
61 Community Services	5,146,066	-	5,146,066	(56,135)	5,089,931	17,997	5,107,928	27,188	5,135,116	(3,426)	5,131,690
71 Debt Service	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000	-	3,000,000
81 Facilities Acquisition & Construction	1,500,000	8,337,975	9,837,975	-	9,837,975	-	9,837,975	-	9,837,975	-	9,837,975
91 Contracted Instructional Services between Public Schc	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002	-	8,422,002
95 Payments to Juvenile Justice Alt Ed Program	45,000	-	45,000	-	45,000	-	45,000	-	45,000	-	45,000
97 Tax Increment Financing	-	-	-	-	-	-	-	-	-	-	-
99 Other Intergovernmental Charges	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095	-	2,963,095
Total Budgeted Expenditures	\$846,826,030	50,721,108	\$897,547,138		\$ 897,547,138		\$897,547,138	110,650	\$ 897,657,788		\$897,657,788
Total Deficit	\$ (45,322,341)	(50,721,108)	\$ (96,043,449)		\$ (96,043,449)		\$ (96,043,449)	(110,650)	\$ (96,154,099)	11,083,672	\$ (85,070,427)
Beginning Fund Balance (Audited)	401,675,275		401,675,275		401,675,275		401,675,275		401,675,275		401,675,275
Fund Balance - Ending (Unaudited)	\$356,352,934	(\$50,721,108)	\$305,631,826		\$305,631,826		\$305,631,826	(\$110,650)	\$305,521,176	\$11,083,672	\$316,604,848

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: APPROVE RATIFICATION AND FUTURE PURCHASES OF CHARTER
BUS SERVICES**

BACKGROUND:

During the fiscal year 2023-2024, various departments and schools require Charter Bus Services to shuttle students to college visits, University Interscholastic League, or UIL, events, out-of-town trips, and other events that require the transport of students. Purchase orders for Charter Bus Services have been issued since July 1, 2023; therefore, resulting in the request to ratify the purchase of these services. For the remainder of this school year, Charter Bus Services will be purchased to continue to support the schools and departments for upcoming events and trips for the remainder of the 2023 - 2024 fiscal year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Ratification and Future Purchases of Charter Bus Services
2. Decline to Approve Ratification and Future Purchases of Charter Bus Services
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification and Future Purchases of Charter Bus Services

FUNDING SOURCE:

Additional Details

Various Funding Sources

Not Applicable

COST:

Not-to-Exceed - \$400,000

VENDOR(S)/PROVIDER(S):

Academy Charters, LLC
AJL International
Ash Limousine
Avalon Motor Coaches
Continental Touring Solutions

Cowtown Bus Charters
Dan Dipert Coaches
Durham School Services
Echo Transportation
Freedom Charters and Tours
Game Time Transportation
Imperial Charters LLC
Kerrville Bus Company
Premier Transportation Services LLC
Skyway Charters LLC

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 22-113
Number of Bid/Proposals received: 6
HUB Firms: 1*
Compliant Bids: 6

Bid/Proposal Statistics

Bid Number: 22-113-A
Number of Bid/Proposals received: 12
HUB Firms: 0*
Compliant Bids: 11

The above solicitation 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:

The approval of the purchase of Charter Bus Services provides the ability for all Fort Worth ISD schools and departments to provide transportation for students to UIL events, away games (including tournaments and playoff games), and other out of town events when school buses are not available or not feasible for the trip.

INFORMATION SOURCE:

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

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

**TOPIC: **APPROVE APPRAISERS FOR THE T-TESS APPRAISAL SYSTEM
CERTIFIED SINCE NOVEMBER 7, 2023****

BACKGROUND:

19 TAC §150.1001 (b) states the Commissioner’s recommended teacher appraisal system, the Texas Teacher Evaluation and Support System (T-TESS), was developed in accordance with the Texas Education Code (TEC), §21.351 (c). This section states under the recommended appraisal process, an appraiser must be the teacher’s supervisor or a person approved by the Board of Trustees.

19 TAC §150.1005 (c) states, “Before conducting an appraisal, an appraiser must be certified by having satisfactorily completed the state-approved T-TESS certification examination, and must have received Instructional Leadership Training (ILT), Instructional Leadership Development (ILD), or Advancing Educational Leadership (AEL) certification.”

Administration Recommendations: Board approve all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements, to serve as an appraiser on any campus as a second appraiser. The selection criteria for second appraisers is as follows:

1. Minimum of three (3) years as a campus principal on a Met Standard or above rated campus.
2. Minimum of three (3) years in a supervisory role directly related to the appraised area.
3. Minimum of one (1) year participation in the T-TESS evaluation system as an administrator.

The District makes every effort to ensure teacher appraisers are the teacher’s supervisor. Under extenuating circumstances, or when a second appraiser is requested, someone other than the teacher’s supervisor will be the appraiser.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Appraisers for the T-TESS Appraisal System Certified Since November 7, 2023
2. Decline to Approve Appraisers for the T-TESS Appraisal System Certified Since November 7, 2023
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Appraisers for the T-TESS Appraisal System Certified Since November 7, 2023

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:

See attached list of elementary and secondary administrators with current T-TESS certification.
Talent Management

RATIONALE:

Approval of certified appraisers will allow all Fort Worth ISD Campus Administrators, as defined in 19 TAC 150 §150.005 (b), who meet the above requirements to be able to serve as an appraiser on any campus if needed in extenuating circumstances or to serve as a second appraiser.

INFORMATION SOURCE:

Woodrow W. Bailey, III, Chief Talent Officer, Talent Management

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

**TOPIC: APPROVE RATIFICATION OF REGION 11 ALTERNATIVE
CERTIFICATION PROGRAM FEES TO SUPPORT ALTERNATIVE
CERTIFICATION FOR HIGH NEED AREAS**

BACKGROUND:

In January 2022, Fort Worth ISD entered into a Memorandum of Understanding (MOU) with Region 11 for the GoTeach11 teacher certification program partnership. This program is an alternative certification route, the Texas Education Agency approved as an Educator Preparation Program (EPP), for District employees with existing bachelor’s degrees. Capitalizing on those with existing ties to the city and our students is a high leverage step to fill District classrooms in the 2023-2024 school year and beyond. This program supports Fort Worth ISD employees who may be interested in transitioning into a career in the classroom.

This program would apply specifically to those seeking certification in high-needs areas including:

- English as Second Language (ESL) and Bilingual
- Secondary Science, Math, and English Language Arts and Reading (ELAR)
- Special Education

STRATEGIC GOAL:

4 - Develop a Workforce that is Student and Customer-Centered

ALTERNATIVES:

1. Approve Ratification of Region 11 Alternative Certification Program Fees to Support Alternative Certification for High Need Areas
2. Decline to Approve Ratification of Region 11 Alternative Certification Program Fees to Support Alternative Certification for High Need Areas
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Ratification of Region 11 Alternative Certification Program Fees to Support Alternative Certification for High Need Areas

FUNDING SOURCE: **Additional Details**

ESSER Fund 282-13-6239-001-999-24-950-000105-22F32

COST:

\$348,500

VENDOR(S)/PROVIDER(S):

Region 11 GoTeach 11 Alternative Certification Program

PURCHASING MECHANISM:

Interlocal Agreement

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

Talent Management Division
Learning and Leading Division – All Campuses

RATIONALE:

This initiative and partnership provides tuition assistance for qualified GoTeach11 Program participants seeking alternative certification for high-needs areas. The students in Fort Worth ISD will benefit by having fully certified teachers in the classroom.

This proposal is to support certifications for 95 Fort Worth ISD employees (full or part-time) to become teachers in classrooms across the District. Currently, the District has supported 32 employees in this certification program. Upon acceptance of the tuition assistance, the employees sign an acceptance letter committing to stay in the District for three (3) years following completion of the alternative certification program.

INFORMATION SOURCE:

Woodrow Bailey III, Chief Talent Officer, Talent Management

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE INTERLOCAL AGREEMENT WITH THE CITY OF FORT WORTH TO PROVIDE AFTER-SCHOOL SERVICES AT THE LEADERSHIP ACADEMY AT COMO ELEMENTARY SCHOOL FOR THE SCHOOL YEAR 2023 - 2024

BACKGROUND:

Fort Worth ISD (the District) has maintained a long-standing contractual relationship with each of the community agencies and organizations that provide programs and services through the Fort Worth After-School program. This is a renewal of the agreement that established the City of Fort Worth (the City) as the program provider at the Leadership Academy at Como Elementary School. The agreement outlines the respective and mutual responsibilities of the District and the City in the funding and administration of the after-school program at this site. Funds for these services have been budgeted and committed. Funds were approved at Board of Trustees meeting on Tuesday, June 27, 2023.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2023 - 2024
2. Decline to Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2023 - 2024
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Interlocal Agreement with the City of Fort Worth to Provide After-School Services at The Leadership Academy at Como Elementary School for the School Year 2023 - 2024

FUNDING SOURCE: Additional Details

General Fund	199-61-6299-395.....\$39,507
	199-61-6299-416.....\$40,000

COST:

\$79,507 (*Funds approved by the Board on June 27, 2023.*)

VENDOR(S)/PROVIDER(S):

City of Fort Worth – Neighborhood Services

PURCHASING MECHANISM:

Interlocal Agreement

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

The Leadership Academy at Como Elementary School

RATIONALE:

This service provision agreement between Fort Worth ISD and the City of Fort Worth provides for continuation of an afterschool program and services to students at The Leadership Academy at Como Elementary School for the 2023 - 2024 school year.

INFORMATION SOURCE:

Dr. David Saenz, Chief of Strategic Initiatives and Partnerships

**INTERLOCAL AGREEMENT
BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF FORT WORTH**

This **INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into by and between the **CITY OF FORT WORTH**, a home-rule municipal corporation of the State of Texas (“City”), acting by and through its duly authorized Assistant City Manager, 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 (“FWISD”). City and FWISD are referred to herein individually as a (“Party”) and collectively as the (“Parties”).

WHEREAS, this Agreement is made under the authority granted to the City and FWISD by and pursuant to the Texas Government Code, Chapter 791, known as the Interlocal Cooperation Act;

WHEREAS, the primary school district that serves residents of the City of Fort Worth is FWISD;

WHEREAS, increased academic and cultural enrichment activities outside the school day have been identified as a major need by teachers, students, parents, and community members;

WHEREAS, since 2004, the City, through its Park & Recreation and the inception of the Neighborhood Services Department in 2015, has supported FWISD's operation of afterschool programs at various FWISD schools;

WHEREAS, the purpose of the afterschool programs is to provide academic enrichment programs and other activities to reinforce and complement the FWISD's regular academic programs;

WHEREAS, FWISD and the City wish to continue to provide academic enrichment programs and other activities to reinforce and complement FWISD's regular academic programs at Como Community Center (“Program”); and

NOW, THEREFORE, in consideration of the mutual covenants herein expressed the Parties agree as follows:

**SECTION 1
OBJECTIVES AND GOALS**

- 1.1. The primary objectives of the Program shall include the following:
 1. Increase the academic achievement of students as shown by the number of students passing all tests on State of Texas-mandated standardized tests and being promoted to the next grade.
 2. Increase the number of students who progress toward graduation as shown by a reduction in the annual dropout rate.
 3. Increase the number of students who demonstrate increased proficiency in reading, science, and mathematics as demonstrated through pre and post testing.
 4. Increase the number of students involved in positive youth development activities that occur outside school hours and that are designed to provide a safe haven for students while reducing disciplinary placements and juvenile crime.

1.2 The primary goals of the Program shall include the following:

1. Provide opportunities for academic enrichment, including providing tutorial services to help children, particularly students who attend low-performing schools, to meet the State of Texas and local student academic achievement standards in core academic subjects such as reading, mathematics, and science.
2. Offer participating students a broad array of additional services, programs, and activities that are designed to reinforce and complement the students' regular academic program.

SECTION 2 **FUNDING**

2.1 FWISD agrees to pay the City annually:

1. Seventy-Nine Thousand Five Hundred Seven Dollars and Zero Cents (\$79,507.00) to fund the operation of the Program at Como Community Center.

2.2 The Parties agree that these amounts fairly compensate the City for the operation of the Program. FWISD covenants and agrees that the funding for this Agreement shall not include any money originating from the City, including, but not limited to, funds from the City's Crime Control and Prevention District.

2.3 To receive funds under this Agreement, City must submit written reimbursement requests to the FWISD in a manner and form agreed to by the Parties. FWISD agrees to reimburse the City for all allowable expenses set forth in such reimbursement requests within thirty (30) days after receipt of the request.

2.4 Pursuant to 791.011 of the Interlocal Cooperation Act, each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

SECTION 3 **TERM**

3.1 The initial term of this Agreement shall be for a period of one (1) year, effective beginning on July 1, 2023, and expiring on June 30, 2024 ("Initial Term").

3.2 Renewals. The term of this Agreement may be renewed and extended for five (5) additional one-year renewal periods upon mutual written agreement of the Parties.

SECTION 4 **CONTINGENCY**

4.1 This Agreement is subject to the availability of funds from FWISD. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of funds. Notwithstanding any other provision in this Agreement or any other

document, this Agreement shall terminate in the event appropriated funds become unavailable. The City will be reimbursed for all expenses incurred prior to the termination of this Agreement.

SECTION 5
ADMINISTRATION, RECORD KEEPING, REPORTING AND OVERSIGHT

5.1 FWISD will:

1. Provide a project manager to help oversee grant implementation and supervision of a campus-level Coordinator.
2. Provide onsite program coordination, adequate project sites, and facility amenities.
3. Provide overall leadership through the FWISD Office of the Assistant Superintendent of Student Support Services.
4. Serve as fiscal agent for the grant project.
5. Provide fiscal management through the FWISD Offices, Accounting and Budget.
6. Provide administrative assistance with submittals for center expenses.
7. Act as a broker of services with Community Based Organization(s) (“CBO”), FWISD staff, and the City.
8. Coordinate with all centers to maximize resources.
9. Coordinate meetings between CBO and other project staff members.
10. Provide ongoing feedback, compilation, and dissemination to ensure continuous improvement.

5.2 City will:

1. Work collaboratively in the delivery of services.
2. Be responsible on a campus level for hiring, training, supervision, and terminating non-academic staff to meet FWISD guidelines and scheduling needs.
3. Assist the program manager with brokering of services with other CBOs, FWISD staff, and the City to provide enrichment and family literacy programs.
4. Work with the Coordinator to facilitate the plan for academic enrichment, use of campus facilities, and recruitment of staff to work in the Program.
5. Provide activity coordination and communication.
6. Work with the Coordinator to schedule youth activities and integrate those activities with academic objectives.
7. Compile attendance and other records as required for compliance with the Program requirements.

SECTION 6
FUNDING REQUIREMENTS

6.1 All funding, including administrative costs, payroll, professional and contracted services, travel, printing, supplies, and materials, and other operations costs shall be limited to the funds acquired by the City from FWISD through the Program and will be administered in strict accordance with the following:

1. Grant funding shall not supplant current funding dedicated to after-school programs.
2. Funding for this Agreement is on a reimbursable basis and based on actual expenditures, not budgeted amounts.
3. The total amount of expenditures by the City and the obligation of the FWISD to reimburse the City under this Agreement shall be limited to the availability of funds,

but in no event shall such amounts exceed \$79,507.00 at Como Community Center.

4. The City shall submit weekly attendance reports to FWISD. Failure to accurately complete and submit weekly attendance data can result in termination from the Program.
5. No funds may be used to pay for religious worship, instruction, or proselytization or for any equipment or supplies for such, or for construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction or proselytization.

SECTION 7

GENERAL PROGRAM REQUIREMENTS

7.1 FWISD will:

1. Supervise, monitor, and guide to ensure alignment of project activities with Fort Worth Afterschool guidelines.
2. Provide internal and external evaluation services through the Grants and Development Department.
3. Provide grant compliance and project development assistance through the Grants and Development Department, where applicable.
4. Identify appropriate FWISD students for referral and Program participation.
5. Obtain parental permission for student participation in the Program.
6. Provide appropriate student orientation.
7. Work in cooperation with CBO to execute Program evaluation tools, as required, and provide information to CBO.

7.2 City will:

1. Provide a key basis for Program awareness.
2. Assist with the recruitment of students and families.
3. Work with FWISD to execute the Program evaluation.
4. Provide evaluation summary to the Fort Worth Afterschool personnel.

SECTION 8

PROGRAM PREPARATION

8.1 FWISD will:

1. Assist in recruitment of Program staff:
 - a. Coordinator
 - b. Tutors
 - c. Teachers for academic activities
2. Conduct Program training:
 - a. Contract with CBOs
 - b. Assist with CBO staff recruitment
 - c. Assist with recruitment of community organizations.
 - d. Make arrangements for United States Department of Agriculture-approved snacks.
 - e. Make transportation arrangements.
3. Evaluation:
 - a. Plan for data collection

- b. Develop pre-tests

SECTION 9
PROGRAM DEVELOPMENT

9.1 FWISD's Coordinator will:

- 1. Assist when needed, coordinate and planning for tutoring.
- 2. Ensure adequate supervision at all times for students; class changes, dismissal; and snack time.

9.2 City will:

- 1. Prioritize program needs with the Coordinator.
- 2. Ensure all staff attends required meetings.
- 3. Develop Program plans with staff.
- 4. Develop Program plans with other groups.
- 5. Ensure there is adequate staff to carry out disciplinary plans.

9.3 City and FWISD's Coordinator will coordinate to do the following:

- 1. Student recruitment
 - a. Develop bilingual brochures and flyers
 - b. Post on FWISD and City websites
 - c. Include in FWISD newspaper notes
 - d. Make presentations at teachers' meetings
 - e. Coordinate with the athletic program
 - f. Make personal contact with youth and parents
- 2. Volunteer Recruitment
 - a. Work with School/Community Office
 - b. Encourage parents to volunteer
 - c. Recruit senior volunteers
 - d. Make presentations to Adopt-A-School partners

SECTION 10
PROGRAM IMPLEMENTATION

10.1 FWISD Coordinator will:

- 1. Continue recruitment activities
- 2. Assist with the inclusion of state-mandated standardized tests in all CBO programs.

10.2 City will:

- 1. Continue recruitment activities
- 2. Coordinate all activities with the Coordinator
- 3. Provide student programs with intentional academic elements in the areas of:

- a. Health and wellness
- b. Clubs and interest groups
- c. Life skills
- d. Creative Arts
- e. Service Learning

10.3 FWISD will:

- 1. Evaluation:
 - a. Conduct prep-tests as needed
 - b. Review attendance data collection and assist as needed with any difficulties
 - c. Review other performance data collection

SECTION 11 **INDEPENDENT CONTRACTOR**

11.1 The FWISD operates hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. The FWISD has the exclusive control of, and the exclusive right to control all work to be performed by the FWISD pursuant to this Agreement, and all persons performing the work, and to the extent allowed by law and without waiver of any immunity of defense, will be solely responsible for the acts and omissions of its officers, members, agents, and employees. The City will not be responsible under the doctrine of *respondeat superior* for the acts and omissions of the FWISD, its officers, members, agents, employees, or contractors.

11.2 The City operates hereunder as an independent contractor and not as an officer, agent, servant, or employee of the FWISD. The City will have the exclusive control of, and the exclusive right to control all work to be performed by the City pursuant to this Agreement and all persons performing the work, and will be solely responsible for the acts and omissions of its officers, members, agents, and employees. The FWISD will not be responsible under the doctrine of *respondeat superior* for the acts and omissions of the City, its officers, members, agents, or employees.

11.3 Nothing herein will be construed as the creation of a partnership or joint enterprise between the City and the FWISD. It is further understood that the City will, in no way, be considered a co-employer or a joint employer of the FWISD or any employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers of the FWISD. Neither the FWISD, nor any officers, agents, servants, employees or subcontractors of the FWISD will be entitled to any employment benefits from the City. The FWISD will be responsible and liable for any and all payment and reporting of taxes on behalf of itself, and any of its employees, representatives, agents, servants, officers, contractors, subcontractors, and volunteers.

SECTION 12 **INSURANCE**

12.1 The City is a self-funded entity and, as such, generally, does not maintain commercial liability insurance policies to cover premises or auto liability. Damages for which the City would ultimately be found liable would be paid directly and primarily by City and not by a commercial insurance company.

SECTION 13
CLAIMS AND LIABILITY

13.1 Either Party agrees to notify the other Party promptly upon the receipt of any claim or lawsuit brought in connection with any injury, death, or damages on the Premises. Both Parties agree to make their officers, agents, and employees available to each other at all reasonable times for any statements and case preparation necessary for the defense of any claims or litigation for which a Party may be responsible hereunder.

13.2 Without waiving any defenses including governmental immunity, each Party to this Agreement agrees to be responsible for its own acts of negligence, which may arise in connection with all claims for damages, costs and expenses to any person or property that may arise out of or be occasioned by this Agreement or any of its activities, or from any act or omission of any employee, contractor, or invitee of the Parties to this Agreement. The provisions in this paragraph are solely for the benefit of the Parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

SECTION 14
NOTICES

14.1 Notices required pursuant to the provisions of this Agreement will be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City:
City of Fort Worth
Neighborhood Services Department
200 Texas Street
Fort Worth, TX 76102

FWISD:
Dr. Angélica M. Ramsey
Fort Worth ISD Superintendent of Schools
100 N. University Drive
Fort Worth, TX 76107

With Copies to:
City of Fort Worth
Attn: Fernando Costa
200 Texas Street
Fort Worth, TX 76102

With Copy to:
Fort Worth Independent School District
Attn: Legal Counsel
100 N. University Drive, SW 172
Fort Worth, TX 76107

City of Fort Worth
Attn: Jessika Williams
200 Texas Street
Fort Worth, TX 76102

SECTION 15
NONDISCRIMINATION

15.1 The Parties will not engage in any unlawful discrimination based on race, creed, color, national origin, sex, age, religion, disability, marital status, citizenship status, sexual orientation, or any

other prohibited criteria in any decisions relating to this Agreement, and the Parties represent and warrant that, to the extent required by applicable laws, they are equal opportunity employers and will comply with all applicable laws and regulations in any employment decisions.

SECTION 16
ASSIGNMENT

16.1 The City and the FWISD will not assign, sublet, subcontract, or transfer any interest in this Agreement without the written consent of the other party. Except as otherwise provided in this section, no assignment, delegation of duties, or subcontract under this Agreement will be effective without the written consent of the other Party. It is understood and agreed that the FWISD may use subcontractors for the construction and maintenance of the Improvement in accordance with the terms and conditions of this Agreement. The City may use contractors to perform its maintenance obligations under this Agreement.

SECTION 17
PARTIES BOUND

17.1 This Agreement is binding upon the successors and assigns of both Parties in like manner as upon the original Parties.

SECTION 18
APPLICABLE LAW AND VENUE

18.1 This Agreement will be governed by the laws of the State of Texas. Venue for any action brought to interpret or enforce, or arising out of or incident to, the terms of this Agreement will be in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

SECTION 19
SEVERABILITY OF PROVISIONS

19.1 If any of the Provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability, will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 20
COMPLIANCE WITH LAWS

20.1 The Parties warrant that their obligations will be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules, and regulations. The Parties will comply with all federal, state, and local laws.

SECTION 21
RIGHT TO AUDIT

21.1 The FWISD agrees that the City will, until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of FWISD involving transactions relating to this Agreement. The FWISD agrees that the City will have access during normal working hours to all necessary FWISD facilities and will be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The City will give the FWISD reasonable advance notice of intended audits. The City will be

responsible for its own costs in conducting an audit.

SECTION 22
REMEDIES, SEVERABILITY, HEADINGS

22.1 No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted but each will be cumulative of every other right or remedy given hereunder. The failure of any Party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this Agreement will not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.

22.2 If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void, or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants conditions or any other part of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.

22.3 The headings in this Agreement are inserted for reference only and will not define or limit the provisions hereof.

SECTION 23
AUTHORIZATION

23.1 The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the Parties hereto and each party hereby certifies to the other Party that any necessary resolution or actions extending such authority have been duly passed and are now in full force and effect.

SECTION 24
FORCE MAJEURE

24.1 If either Party is unable, either in whole or part, to fulfill its obligations under this Agreement due to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies; wars; blockades; insurrections; riots; epidemics; public health crises; earthquakes; fires; floods; restraints or prohibitions by any court, board, department, commission, or agency of the United States or of any state; declaration of a state of disaster or of emergency by the federal, state, county, or City government in accordance with applicable law; issuance of an Imminent Threat Alert or Elevated Threat Alert by the United States Department of Homeland Security or any equivalent alert system that may be instituted by any agency of the United States; any arrests and restraints; civil disturbances; or explosions; or some other reason beyond the Party's reasonable control (collectively, "Force Majeure Event"), the obligations so affected by such Force Majeure Event will be suspended only during the continuance of such event. If a Force Majeure Event occurs, the City may, in its sole discretion, close or postpone the opening of its community centers, parks, or other City-owned and operated properties and facilities in the interest of public safety and operate them as the City sees fit.

SECTION 25
REVIEW OF COUNSEL

25.1 The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved

against the drafting Party will not be employed in the interpretation of this Agreement or exhibits hereto.

SECTION 26
IMMIGRATION NATIONALITY ACT

26.1 The FWISD will verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, the FWISD will provide the City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. The FWISD will adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any FWISD employee who is not legally eligible to perform such services. The FWISD will be responsible for any penalties, liabilities, or losses due to violation of this section by the FWISD or its employees, subcontractors, agents, or licensees.

SECTION 27
MULTIPLE ORIGINALS AND ELECTRONIC SIGNATURES

27.1 The Parties may execute multiple originals and multiple counterparts of this Agreement, each of which will be considered an original document.

27.2 This Agreement may be executed by electronic signature, which will be considered as an original signature for all purposes and have the same force and effect as an original signature. For these purposes, "electronic signature" means electronically scanned and transmitted versions (e.g. via pdf file or facsimile transmission) of an original signature, or signatures electronically inserted via software such as Adobe Sign.

SECTION 28
SOLE AGREEMENT

28.1 This Agreement represents the entire Agreement by and between the parties and supersedes all previous letters, understanding or oral agreements between the City and FWISD. Any representations, promises, or guarantees made but not stated in the body of this Agreement are null and void and of no effect.

28.2 No Party may make, revise, alter, or otherwise diverge from the terms and conditions of this Agreement without a written amendment to this Agreement. Changes to this Agreement are subject to the approval of the City and FWISD's legal advisors and Board of Trustees.

SECTION 29
PROHIBITION ON BOYCOTTING ENERGY COMPANIES

29.1 FWISD acknowledges that, in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains

a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, FWISD certifies that FWISD’s signature provides written verification to the City that FWISD: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiples.

<p>City:</p> <p>By: _____ Name: Fernando Costa Title: Assistant City Manager</p> <p>Date: _____</p>	<p>FWISD:</p> <p>By: _____ Name: Dr. Angélica M. Ramsey Title: Superintendent, Fort Worth ISD</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT BOARD OF EDUCATION</p> <p>By: _____ Dr. Camille Rodriguez Board President</p> <p>Date: _____</p> <p>FORT WORTH INDEPENDENT SCHOOL DISTRICT STAFF ATTORNEY</p> <p>By:  Alexander Athanason Staff Attorney</p>
---	---

MP
DR

FOR CITY OF FORT WORTH INTERNAL PROCESSES:

<p>Approval Recommended:</p> <p>By: _____ Name: Victor Turner Title: Director Neighborhood Services Department</p> <p>By: _____ Name: Sonia Singleton Title: Assistant Director Neighborhood Services Department</p>	<p>Contract Compliance Manager: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Monique L. Hill Title: District Superintendent Neighborhood Services Department</p>
---	---

<p>Approved as to Form and Legality:</p> <p>By: _____ Name: Jessika Williams Title: Assistant City Attorney</p> <p>Contract Authorization: M&C: TBD Form 1295: N/A</p>	<p>City Secretary:</p> <p>By: _____ Name: Jannette S. Goodall Title: City Secretary</p>
---	--

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: APPROVE RATIFICATION OF EMERGENCY MASS
COMMUNICATION SYSTEM RENEWAL**

An Emergency Mass Communication System (EMCS) provides quick and widespread notifications to District stakeholders, enabling them to react swiftly to developing emergencies. The system can send critical notifications through the following platforms: text message, phone, mobile application, Internet Protocol (IP)-based public address (PA) systems, and email. The EMCS provides a secure and integrated notification platform to inform appropriate District personnel and first responders in the event of an emergency as part of the overall District emergency response plan.

Ratification is necessary for this renewal to avoid service interruption due to an error on a prior Board agenda item. Licensing for the system had to be renewed by December 6, 2023, to avoid service interruption. RFP #21-042 for the EMCS was renewed for the 2023 - 2024 school year to prevent service interruption. If not renewed by December 6, 2023, the District's EMCS would have been deactivated, leading to a significant operational failure and impeding the District's ability to respond effectively in emergencies.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Ratification of Emergency Mass Communication System Renewal
2. Decline to Approve Ratification of Emergency Mass Communication System Renewal
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Ratification of Emergency Mass Communication System Renewal

FUNDING SOURCE: *Additional Details*

Special Revenue 198-52-6399-390

COST:

\$97,841.50

VENDOR(S)/PROVIDER(S):

Netsync Network Solutions

PURCHASING MECHANISM:

Cooperative Agreement

Bid/Proposal Statistics

Bid Number: 21-042

Number of Bid/Proposals received: 9

HUB Firms: 2

Compliant Bids: 9

The above solicitation has been evaluated in accordance with the Texas Education Code Section 44.031(b). All firms responding to this solicitation have been qualified to provide service per specifications of proposal. The vendor listed above has been selected to support this purchase.

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

District - Wide

RATIONALE:

Approving the renewal of the Emergency Mass Communication System (EMCS) is vital for the District. The system enhances our emergency preparedness plan by allowing us to communicate pertinent information swiftly and effectively. The EMCS also enables us to contact emergency services immediately, potentially saving lives.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

NETSYNC

2500 West Loop South, Ste.
410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

AAAQ411696-03

Quote #:	AAAQ411696-03
Date:	11/27/2023
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Fort Worth Independent School District kevin.bentley@fwisd.org 817.909.8949	Quan Tran qtran@netsync.com 469-315-8505	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site					Sub Total 97,841.50
Singlewire InformaCast Subscription					
1.0	SSF-1YR-USR-TIER 4	InformaCast Fusion User Term 1 Year(s)	4300	8.60	36,980.00
2.0	SSF-1YR-EPA-TIER 5	InformaCast Fusion IP Phone Endpoint Add-On Term 1 Year (s)	1000	6.61	6,610.00
3.0	SSF-1YR-EPA-TIER 5	InformaCast Fusion IP Phone Endpoint Add-On Term 1 Year (s)	150	6.61	991.50
4.0	SSF-1YR-MUA-TIER 6	InformaCast Fusion Mobile User Add-On Term 1 Year(s)	8000	1.32	10,560.00
5.0	SSF-1YR-ECC-S	InformaCast Emergency Communications Center Link Site Term 1 Year(s)	140	305.00	42,700.00

Notes: 220053262-152551-03

v3
FWISD RFP 21-042
TIPS - Technology Solutions Products and Services | 230105

115

Total	97,841.50
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	97,841.50

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

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

BACKGROUND:

For the 2023-2024 fiscal year, the District Operations Department plans to engage selected vendors, acquired via purchasing cooperatives and other sanctioned methods, for the procurement of parts and 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. The Department requests a maximum budget of \$415,000, 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

COST:

Not-to-Exceed - \$415,000

VENDORS:

Digi Security Systems – *TIPS Contract #230101*
Mobile Communications America – *DIR-CPO-4494*
DataVox – *DIR-CPO-4766*

PURCHASING MECHANISM:

Cooperative Agreement

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

District - Wide

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 the equipment we already have.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE PURCHASE OF ADVANCED PLACEMENT SPANISH 3RD EDITION TEXTBOOKS, PROFESSIONAL DEVELOPMENT, AND LICENSES

BACKGROUND:

In July 2019, the District purchased 150 digital licenses for the Teras 2020 edition. The current enrollment in Focus is 769 students. Administration is now requesting that the Board approve the purchase of print edition class sets in order to best serve students' needs. Vista Higher Learning has updated its content to align with changes to the Advanced Placement (AP) Spanish Curriculum made by the College Board. The purchase will provide students access to the Teras 3e and companion AP Spanish 3e print student editions (paperback nonconsumable-for classroom instructional use only) plus additional Teras 3e Supersite digital licenses to accommodate programmatic growth as well as an upgrade of the old licenses to the updated Teras 3e Supersite to match the print.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Advanced Placement Spanish 3rd Edition Textbooks, Professional Development, and Licenses.
2. Decline to Approve Purchase of Advanced Placement Spanish 3rd Edition Student Textbooks, Professional Development And Licenses
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Advanced Placement Spanish 3rd Edition Student Textbooks, Professional Development and Licenses

FUNDING SOURCE: Additional Details

Special Revenue	282-13-6399-016-999-24-950-000155-22F32	\$47,222.50
	282-22-6329-016-XXX-24-950-000155-22F32	\$27,443.50

COST:

\$74,666

VENDOR(S)/PROVIDER(S):

Vista Higher Learning

PURCHASING MECHANISM:

Competitive Solicitation

21-091 – Technology Product Materials, 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:

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 Tech High School
Southwest High School
Western Hills High School
O.D. Wyatt High School
Benbrook Middle/ High School
Young Men's Leadership Academy Young
Women's Leadership Academy Texas
Academy of Biomedical Sciences (TBAS)
World Languages Institute
I.M. Terrell Academy for STEM and VPA
Rosemont Middle School
Stripling Middle School
William James Middle School

RATIONALE:

Adoption of the purchase will ensure that all students have access to quality materials in both print and digital formats.

INFORMATION SOURCE:

Melissa Kelly, Associate Superintendent, Learning and Leading Network #1



COST PROPOSAL

Quote Prepared On November 2, 2023
 Quote Valid Through October 15, 2024
 Quote No. 2308129762
 Version No. 11

Exhibit C

Prepared For
Tammy. Nettles Fort Worth Independent School District 100 N. University Drive Fort Worth, TX 76107

Prepared By
Andrea Cano ancano@vistahigherlearning.com Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

AP Spanish 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
70	978-1-54339-158-9	AP Spanish 3e Student Edition(Paperback) (10-Pack)	\$299.95	\$20,996.50	\$20,996.50
10	978-1-54339-157-2	AP Spanish 3e Student Edition(Paperback) (5-Pack)	\$159.95	\$1,599.50	\$1,599.50

Professional Development					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
2	WBNR002	Professional Development WL Product Training: Remote/Webinar (3 hours)	\$750.00	\$1,500.00	\$0.00

Temas 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
150	978-1-54339-116-9	Temas 3e Edition Conversion(1 year license)	\$10.00	\$1,500.00	\$1,500.00
50	978-1-54338-274-7	Temas 3e Student Edition (Hardcover)	\$96.95	\$4,847.50	\$4,847.50
450	978-1-54338-274-7	Temas 3e Student Edition (Hardcover)	\$96.95	\$43,627.50	\$0.00

Temas 3e & AP Spanish 3e					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
150	978-1-54339-103-9	Temas 3e License Upgrade: AP Spanish 3e Supersite Plus(1 year license)	\$30.00	\$4,500.00	\$4,500.00
550	978-1-54339-096-4	Temas 3e Supersite Plus + AP Spanish 3e Supersite Plus (1 year license)	\$74.95	\$41,222.50	\$41,222.50

Total Value	\$119,793.50
Total Gratis	\$45,127.50
Total Cost	\$74,666.00
Est. Shipping (0%)	\$0.00
Est. Grand Total Cost	\$74,666.00

Ordering Instructions

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 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 Audio and Visual (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

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-221

COST:

Not-to-Exceed - \$238,514.28

VENDOR(S)/PROVIDER(S):

Certiport (dba NCS Pearson, Inc.)

PURCHASING MECHANISM:

Competitive Solicitation

21-071-D CTE Instructional Materials, 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
Tarrant County College South/Fort Worth ISD 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.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141202
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

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.

april.spencer@pearson.com

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

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

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

Ship To 3301 Yucca
Fort Worth, TX 76111
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include LearnKey Adobe Pro courses and Adobe Pro - Certification and CertPREP Practice Test License Bundle.

** 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 \$7,503.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141202
Certiport ID	90055229

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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,



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141202
Certiport ID	90055229

jurisdiction, and venue in the state and federal courts sitting in the State of Texas, Tarrant 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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141203
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.

april.spencer@pearson.com

Bill To Name Arlington Heights High School--Fort Worth ISD
Bill To Accounts Payable
100 N. University Drive 140-E
Fort Worth, TX 76107
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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (LearnKey) ACU ecourses, (LearnKey) Adobe Pro ecourses, (LearnKey) ESB and D4D ecourses, etc.

** 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 \$17,983.10

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141203
Certiport ID 90041738

products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141203
 Certiport ID 90041738

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141204
 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.

april.spencer@pearson.com

Bill To Name South Hills High School--Fort Worth ISD
 Bill To Accounts Payable
 100 N University, Suite NW 140-E
 Fort Worth, TX 76107-1300
 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
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,575.00	\$1,575.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,928.00	\$5,928.00

** 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 \$7,503.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141204
Certiport ID 90040484

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 interpreted in accordance with the internal laws of the State of Texas 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 Texas, Tarrant County, unless otherwise required by law. If a provision of this Section



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141204
Certiport ID	90040484

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141205
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.

april.spencer@pearson.com

Bill To Name Diamond Hill-Jarvis High School--Fort Worth ISD Ship To Name Diamond Hill-Jarvis High School--Fort Worth ISD
Bill To Accounts Payable Ship To 1411 Maydell Street
100 N University, Suite NW 140-E Fort Worth, TX 76106
Fort Worth, TX 76107-1300 USA
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (LearnKey) ACU ecourses, (LearnKey) Adobe Pro ecourses, (LearnKey) ESB and D4D ecourses, ACU Voucher with Retake and Practice Test (NOAM), Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12, and ESB Exam Voucher + Retake + CertPREP Single User Practice Test.

** 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 \$15,190.50
Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141205
Certiport ID 90041745

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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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 a 30 day 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. If an extension is not reasonable, this Agreement may be terminated by either Party.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141205
Certiport ID	90041745

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141206
 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.

april.spencer@pearson.com

Bill To Name Dunbar High School--Fort Worth ISD
 Bill To 100 N University Suite NW 140-E
 Fort Worth, TX 76107
 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	\$785.00	\$785.00
1105283	(LearnKey) ESB - U.S. Individual License (GMetrix platform)	10.00	\$95.00	\$950.00
1103875	Adobe Pro Voucher with Retake and CertPREP Practice Test	50.00	\$94.82	\$4,741.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	10.00	\$109.00	\$1,090.00

** 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 \$7,566.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141206
Certiport ID 90041742

3. Payment, Prices and Setoff. Payment terms are not thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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 Texas, Tarrant County, unless otherwise required by law. If a provision of this Section



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141206
Certiport ID	90041742

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141207
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.

april.spencer@pearson.com

Bill To Name Eastern Hills High School--Fort Worth ISD
Bill To Accounts Payable
100 N. University, Suite NW 140-E
Fort Worth, TX 76107-1300
USA

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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include LearnKey Adobe Pro courses, LearnKey ESB and D4D courses, Adobe Pro - Certification and CertPREP Practice Test License Bundle, and ESB Site License Bundle.

** 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 \$11,963.00
Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141207
Certiport ID	90041743

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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.** Intentionally left blank.

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, to the extent applicable by law, 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.** Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141207
Certiport ID 90041743

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 Texas 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 Texas, Tarrant 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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141208
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

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.

april.spencer@pearson.com

Bill To Name North Side High School--Fort Worth ISD
Bill To Accounts Payable
100 N. University, Suite NW 140-E
Fort Worth, TX 76107-1300
USA

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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (LearnKey) ACU ecourses, Adobe Pro ecourses, and ACU Voucher with Retake and Practice Test.

** 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 \$14,100.50
Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141208
Certiport ID 90041740

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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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 a 142h 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. If an extension is not reasonable, this Agreement may be terminated by either Party.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141208
Certiport ID	90041740

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 Texas 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 Texas, Tarrant 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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141209
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

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.

april.spencer@pearson.com

Bill To Name Polytechnic High School--Fort Worth ISD
Bill To Accounts Payable
100 N University, Suite NW 140-E
Fort Worth, TX 76107-1300
USA

Ship To Name Polytechnic High School--Fort Worth ISD
Ship To Polytechnic High School
1300 Conner Avenue
Fort Worth, TX 76105
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (LearnKey) Adobe Pro ecourses, (LearnKey) ESB and D4D ecourses, (LearnKey) Intuit ecourses, Adobe Pro - Certification and CertPREP Practice Test License Bundle, ESB Exam Voucher + Retake + CertPREP Single User Practice Test, and Intuit Certifications Exam Voucher + Retake + CertPREP Practice Test.

** 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 \$14,437.80
Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141209
Certiport ID 90041741

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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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 a 45h 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. If an extension is not reasonable, this Agreement may be terminated by either Party.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141209
Certiport ID	90041741

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141214
 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

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.

april.spencer@pearson.com

Bill To Name R. L. Paschal High School--Fort Worth ISD
 Bill To Accounts Payable
 100 N University, Suite NW 140-E
 Fort Worth, TX 76107-1300
 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
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$595.00	\$595.00
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1105286	(LearnKey) ESB and D4D ecourses, up to 500 User License K12/WFD (GMetrix platform)	1.00	\$1,800.00	\$1,800.00
1105292	(LearnKey) Intuit ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	\$595.00	\$595.00
1107358	(LearnKey) IT Specialist ecourses, up to 500 User License K12/WFD (GMetrix Platform)	1.00	\$2,250.00	\$2,250.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	30.00	\$93.75	\$2,812.50
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,928.00	\$5,928.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	\$3,450.00	\$3,450.00
1105156	Intuit Certifications Exam Voucher + Retake + CertPREP Practice Test	10.00	\$102.99	\$1,029.90
1107341	IT Specialist Site License + CertPrep Site License	1.00	\$3,700.00	\$3,700.00

** 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 \$22,945.40

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141214
Certiport ID 90040482

Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement.

- 1. Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.
- 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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).
- 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 provided materials solely 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.** Intentionally left blank.
- 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, to the extent applicable by law, 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



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141214
Certiport ID	90040482

authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. **Infringement by Buyer.** Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141217
 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

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.

april.spencer@pearson.com

Bill To Name Trimble Technical High School--Fort Worth ISD
 Bill To Accounts Payable
 100 N University, Suite NW 140-E
 Ft Worth, TX 76107
 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
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$595.00	\$595.00
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1105286	(LearnKey) ESB and D4D ecourses, up to 500 User License K12/WFD (GMetrix platform)	1.00	\$1,800.00	\$1,800.00
1107357	(LearnKey) IT Specialist ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,575.00	\$1,575.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	40.00	\$93.75	\$3,750.00
1103875	Adobe Pro Voucher with Retake and CertPREP Practice Test	50.00	\$94.82	\$4,741.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	\$3,450.00	\$3,450.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	10.00	\$100.13	\$1,001.30

** 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 \$17,697.30

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

150

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141217
Certiport ID 90007435

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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.



A PEARSON VUE BUSINESS

Prepared By April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141217
 Certiport ID 90007435

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141219
 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

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.

april.spencer@pearson.com

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
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$595.00	\$595.00
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,575.00	\$1,575.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	20.00	\$93.75	\$1,875.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,928.00	\$5,928.00

** 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 \$9,973.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141219
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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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.** Intentionally left blank.

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, to the extent applicable by law, 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.** Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141219
Certiport ID 90041744

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141221
 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

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.

april.spencer@pearson.com

Bill To Name Western Hills High School--Fort Worth ISD
 Bill To Accounts Payable Dept
 100 N. Univ, Suite NW 140-E
 Fort Worth, TX 76107-1300
 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
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	\$1,575.00	\$1,575.00
1105283	(LearnKey) ESB - U.S. Individual License (GMetrix platform)	10.00	\$95.00	\$950.00
1102126	Adobe Pro - Certification and CertPREP Practice Test License Bundle - Campus - Full Suite - K12	1.00	\$5,928.00	\$5,928.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	10.00	\$109.00	\$1,090.00

** 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 \$9,543.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141221
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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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.** Intentionally left blank.

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, to the extent applicable by law, 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.** Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141221
Certiport ID 90041737

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 Texas 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 Texas, Tarrant 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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141223
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

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.

april.spencer@pearson.com

Bill To Name O.D. Wyatt High School--Fort Worth ISD
Bill To Accounts Payable
100 N University, Suite NW 140-E
Fort Worth, TX 76107-1300
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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (LearnKey) ACU ecourses, Adobe Pro ecourses, and ACU Voucher with Retake and Practice Test.

** 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 \$14,100.50
Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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").

I. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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.



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141223
Certiport ID 90048739

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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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 a 160h 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. If an extension is not reasonable, this Agreement may be terminated by either Party.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141223
Certiport ID	90048739

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141225
 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

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.

april.spencer@pearson.com

Bill To Name	Benbrook Middle High School--Fort Worth ISD	Ship To Name	Benbrook Middle High School--Fort Worth ISD
Bill To	Accounts Payable Department 100 N University, Suite NW 140-E Fort Worth, TX 76107-1300 USA	Ship To	201 Overcrest Drive Benbrook, TX 76126 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	\$595.00	\$595.00
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1105286	(LearnKey) ESB and D4D ecourses, up to 500 User License K12/WFD (GMetrix platform)	1.00	\$1,800.00	\$1,800.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	10.00	\$93.75	\$937.50
1103875	Adobe Pro Voucher with Retake and CertPREP Practice Test	20.00	\$94.82	\$1,896.40
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	40.00	\$109.00	\$4,360.00

** 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 \$10,373.90

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141225
Certiport ID 90080660

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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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 a 10 business day 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. If an extension is not reasonable, this Agreement may be terminated by either Party.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141225
Certiport ID	90080660

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141226
 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.

april.spencer@pearson.com

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

Ship 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 1066 W. Magnolia Avenue
 Fort Worth, TX 76104
 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	\$595.00	\$595.00
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	\$785.00	\$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	10.00	\$93.75	\$937.50
1103875	Adobe Pro Voucher with Retake and CertPREP Practice Test	60.00	\$94.82	\$5,689.20

** 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 \$8,006.70

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141226
Certiport ID 90055230

may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141226
Certiport ID 90055230

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 Texas 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 Texas, Tarrant 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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/4/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00141227
 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

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.

april.spencer@pearson.com

Bill To Name Young Men's Leadership Academy--Fort Worth
 ISD
 Bill To 5100 Willie St
 Fort Worth, TX 76105
 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
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	\$595.00	\$595.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	20.00	\$93.75	\$1,875.00

** 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 \$2,470.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141227
Certiport ID	90075521

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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 Texas, Tarrant County, unless otherwise required by law. If a provision of this Section



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141227
Certiport ID	90075521

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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141228
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

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.

april.spencer@pearson.com

Bill To Name World Languages Institute--Fort Worth ISD
Bill To Accounts Payable Department
100 N University, Suite NW 140-E
Fort Worth, TX 76112
USA

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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include LearnKey ESB and D4D courses, IT Specialist courses, ESB Exam Voucher, and IT Specialist Voucher.

** 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 \$7,557.60
Grand Total does not include applicable taxes which may be charged.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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.



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141228
Certiport ID	90080661

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either Party.

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 Texas 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,



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141228
Certiport ID 90080661

jurisdiction, and venue in the state and federal courts sitting in the State of Texas, Tarrant 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 April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141229
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.

april.spencer@pearson.com

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

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

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

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

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include (CCI) MOS Jasperactive eCourse and CertPREP Site License and MOS License - US K-12.

** 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 \$7,943.00

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

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/4/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00141229
Certiport ID 90077195

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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).
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 provided materials solely 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.** Intentionally left blank.
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, to the extent applicable by law, 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.** Intentionally left blank.
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. If an extension is not reasonable, this Agreement may be terminated by either Party.
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 Texas 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 Texas, Tarrant County, unless otherwise required by law. If a provision of this Section



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/4/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00141229
Certiport ID	90077195

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 April Spencer
 Email april.spencer@pearson.com
 Phone 972.637.4604
 Fax 801.492.4118
 Created Date 12/21/2023
 Expiration This quote is valid until 02/15/2024
 Quote Number 00140400
 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.

april.spencer@pearson.com

Bill To Name I.M. Terrell Academy For STEM and VPA--Fort Worth ISD
 Bill To 1900 IM Terrell Way
 Fort Worth, TX 76102
 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	\$595.00	\$595.00
1107358	(LearnKey) IT Specialist ecourses, up to 500 User License K12/WFD (GMetrix Platform)	1.00	\$2,250.00	\$2,250.00
1102103	ACU Campus License with Site License Practice Test - K12/WFD (NOAM)	1.00	\$4,992.00	\$4,992.00
1107341	IT Specialist Site License + CertPrep Site License	1.00	\$3,700.00	\$3,700.00

** 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 \$11,537.00

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

Purchase Type: Competitive Solicitation- RFP 21-071 and RFP 21-071-D.

Certiport agrees that the following Terms and Conditions of Sale supersede all Terms and Conditions of Sale previously provided by Certiport to the Fort Worth Independent School District during 2021 and that the following Terms and Conditions of Sale are applicable to all quotes submitted to the Fort Worth Independent School District during the calendar year of 2021.

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.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to 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, other than terms already agreed to in a competitive bid, 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



A PEARSON VUE BUSINESS

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 12/21/2023
Expiration This quote is valid until 02/15/2024
Quote Number 00140400
Certiport ID 90082564

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. If Buyer does not agree to the terms of such Certiport Authorized Test Center agreement, Buyer may cancel this order without penalty.

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, or applicable 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 responsible 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 nonbreaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein).

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 provided materials solely 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. Intentionally left blank.

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, to the extent applicable by law, 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. Intentionally left blank.

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. If an extension is not reasonable, this Agreement may be terminated by either



A PEARSON VUE BUSINESS

Prepared By	April Spencer
Email	april.spencer@pearson.com
Phone	972.637.4604
Fax	801.492.4118
Created Date	12/21/2023
Expiration	This quote is valid until 02/15/2024
Quote Number	00140400
Certiport ID	90082564

Party.

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 Texas 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 Texas, Tarrant 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
January 30, 2024**

**TOPIC: **APPROVE PURCHASE OF CONSULTING SERVICES FOR THE
TEXAS REGIONAL PATHWAYS NETWORK COHORT 4
CONTINUATION GRANT****

BACKGROUND:

The Career and Technical Education (CTE) Department was awarded the Texas Regional Pathways Network (TRPN) Cohort 4 Continuation Grant from the Texas Education Agency (TEA) for continuing the work of the North Central Texas (NCTX) Aerial Robotics Science, Technology, Engineering, and Mathematics (STEM) Initiative. The NCTX initiative began in 2019 as a cooperative of ten (10) different North Texas Independent School Districts (ISDs) who helped to create the Texas Education Agency, or TEA, program of study for unmanned flight (drone flight). The continuation grant will allow us to solidify this work across the districts. Part of this work is to select a consultant for the grant to continue facilitating the work and managing the project with all of the ISDs.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Consulting Services for the Texas Regional Pathways Network Cohort 4 Continuation Grant
2. Decline to Approve Purchase of Consulting Services for the Texas Regional Pathways Network Cohort 4 Continuation Grant
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Consulting Services for the Texas Regional Pathways Network Cohort 4 Continuation Grant

FUNDING SOURCE: Additional Details

Special Revenue 429-13-6299-721

COST:

\$75,000

VENDOR(S)/PROVIDER(S):

North Central Texas InterLink, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

RFP #21-083-B

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:

Career and Technical Education Department

RATIONALE:

The successful NCTX Aerial Robotics STEM Initiative brings together ten different school districts from around the region and is strengthened by the collaboration between secondary, postsecondary, intermediary, and industry partners. Due to the variety and extent of the work performed, a facilitator consultant to manage the project will result in favorable outcomes for all. The facilitator consultant will be performing services including but not limited to: communication amongst school districts, post-secondary individuals, and industry and workforce partners; coordination with Texas Education Agency and Jobs For the Future personnel; organization of professional development; oversight of curriculum and pathway alignment between secondary and post-secondary; development of distribution materials; and management of meetings and other events. The purchase of the facilitator consultant is necessary for the continuation of the North Central Texas Aerial Robotics STEM Initiative.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: **APPROVE 2024 ADVANCED PLACEMENT EXAM FEE**

BACKGROUND:

The Advanced Placement (AP) program is a College Board program offered at all traditional high school sites, Academies and Collegiate Programs with Advanced Placement (AP) eligible grade levels, and two (2) middle school sites offering AP World Language programs. Fort Worth ISD offers all 36 of College Board's AP course offerings. All AP teachers are required to submit a professional syllabus to College Board's AP Audit online system to ensure course instruction adheres to College Board guidelines. Post-secondary Success Specialists are the College Board AP Coordinator of record and facilitate student registration and exam administration on campus. Qualifying scores of 3, 4 or 5 create eligibility for college credit or advanced college coursework placement. The AP program recognizes high achieving students through national and international AP scholar awards designated on the AP score report. In addition, scholars are honored annually at the campus as Superintendent's Scholars.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2024 Advanced Placement Exam Fee
2. Decline to Approve 2024 Advanced Placement Exam Fee
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2024 Advanced Placement Exam Fees

FUNDING SOURCE: **Additional Details**

General Fund 199-11-6339-221

COST:

\$525,000

(The final amount will depend on the number of exams taken.)

VENDOR(S)/PROVIDER(S):

The College Board

PURCHASING MECHANISM:

Sole Source

Purchasing Support Documents Needed:

Sole Source - Price Quote and Notarized FWISD Sole Source Affidavit

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

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
Paschal High School
Trimble Tech High School
Southwest High School
Western Hills High School
O.D. Wyatt High School
Benbrook Middle School/High School
Young Women’s Leadership Academy (YWLA)
Texas Academy of Biomedical Science (TABS)
Young Men’s Leadership Academy (YMLA)
World Languages Institute
TCC South Collegiate High School I.M.
I.M. Terrell Academy for STEM and VPA

RATIONALE:

In an effort to increase college readiness, competitiveness for college/university admissions, and potential college credit eligibility, this item is recommended for Board approval. A qualifying score of 3 or higher on AP Exams leads to a higher correlation of college degree attainment. In Spring 2023, students took 7,065 AP exams and 1,258 exams were scored at a 3 or higher, which is eligible for college credit. This year we plan to administer 8,005 AP exams and project growth in the number of students receiving a qualifying score leading to more opportunities for our students.

INFORMATION SOURCE:

Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

Campus Number	Campus Name	CB Number	Number of Tests Ordered	Estimated Cost
001	Amon Carter Riverside High School	442500	255	\$7,395.00
002	Arlington Heights High School	442505	1007	\$72,492.00
003	South Hills High School	442501	665	\$14,509.00
004	Diamond Hill Jarvis High School	442515	241	\$10,637.00
005	Dunbar High School	442516	52	\$4,628.00
006	Eastern Hills High School	442518	30	\$2,670.00
008	North Side High School	442545	362	\$10,322.00
009	Polytechnic High School	442555	343	\$7,203.00
010	Paschal High School	442560	1677	\$157,941.00
011	Trimble Tech High School	442570	319	\$28,391.00
014	Southwest High School	442565	197	\$15,705.00
015	Western Hills High School	442575	114	\$4,162.00
016	O.D. Wyatt High School	442548	270	\$5,670.00
071	Benbrook Middle/High School	440597	944	\$63,092.00
081	Young Women's Leadership Academy	442489	592	\$24,612.00
082	Texas Academy of Biomedical Sciences	442492	268	\$10,184.00
083	Young Men's Leadership Academy	442617	107	\$9,523.00
084	World Languages Institute	440194	534	\$23,694.00
085	Marine Creek Collegiate	442609	0	\$-
086	TCC South Collegiate	442616	270	\$10,906.00
087	I.M. Terrell	441356	288	\$6,048.00
		Total:	8535	\$489,784.00

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: APPROVE PURCHASE OF AN ONLINE ASSESSMENT TOOL FOR GIFTED AND TALENTED SCREENING

BACKGROUND:

Gifted and Talented (G/T) services conducted RFP 24-039 for Gifted and Talented Screening to purchase an online assessment tool called the Naglieri Nonverbal Ability Test 3 (NNAT3) to be used in the G/T identification screening process. This test will be used to screen for students that demonstrate or show the potential of advanced abilities. The assessment will be used to universally screen all students in first-grade and assess student who have been referred for G/T identification screening from Kindergarten through Grade 12 in compliance with the Texas Education Agency (TEA) expectations. Gifted and Talented services will use this as an online assessment that evaluates a student’s ability and provides data on percentile ranks of students locally and nationally.

TEA requires an assessment used for G/T screening that evaluates if a student performs or shows potential for performing at remarkably high levels of accomplishment [19 TAC §89.1(1)] when compared to others of the same age, experience, or environment. The NNAT3 is a non-verbal assessment that is culturally and linguistically non-biased. In addition, the NNAT3 will be scored online and made available for all campuses across the District [19 TAC §89.1(3)]. All assessment data must be used to screen for both giftedness and easily send results to campuses and parents/guardians of students. In previous years, assessments such as the CogAT, NNAT2, and most recently the NNAT3 were used as nonverbal and universal screeners.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of an Online Assessment Tool for Gifted and Talented Screening
2. Decline to Approve Purchase of an Online Assessment Tool for Gifted and Talented Screening
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of an Online Assessment Tool for Gifted and Talented Screening

FUNDING SOURCE: *Additional Details*

General Fund 199-11-6399-344

COST:

\$96,000

VENDOR(S)/PROVIDER(S):

NCS Pearson, Inc.

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-039

Number of Bid/Proposals received: 3

HUB Firms: 0

Compliant Bids: 3

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:

All Campuses

All first-grade students District – Wide

All students screening for identification as Gifted and Talented

RATIONALE:

Fort Worth ISD is committed to following TEA's expectations for Gifted and Talented assessment including the use of a nonverbal screener. This type of assessment will help promote an equitable G/T screening process to see giftedness or gifted potential in all campuses and all student populations.

INFORMATION SOURCE:

Dr. Tamika Brown, Associate Superintendent, Learning and Leading Service Network #4



Pearson

QUOTE / PROFORMA

Customer Bill-to:
FORT WORTH ISD
100 N. University
FORT WORTH TX, 76107-1360
Attention:

Customer Ship-to:
FORT WORTH ISD
SPEC ED RES SYSTEM
215 NE 14TH ST CAFETERIA
FORT WORTH TX, 76164-8901
Attention:

NCS Pearson, Inc.
P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Quote/Proforma Number : 239444
Date : 11-JAN-2024
Customer Account# : 3884749
Sales Order Number : 239444
Customer PO# :
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items) : 8000		REMITTANCE INFORMATION	
Other Charges : USD \$0.00		Make Checks Payable to:	Bank Wire to:
Net Amount : USD \$96,000.00		13036 COLLECTION CENTER DRIVE	Bank of America N A
Tax Total : USD \$0.00		CHICAGO	071000039
Quote/Proforma Total : USD \$96,000.00		60693	A/C No: 8188105388
Amount Due : USD \$96,000.00		NCS Pearson, Inc.	SWIFT : 071000039



Pearson

Quote/Proforma Number: 239444						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
0150018304	NNAT3 ONLINE LICENSE - PLATFORM	8000	12.00	*	0.00	\$96,000.00

*** IMPORTANT CUSTOMER MESSAGES ***

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$96,000.00	\$0.00	\$0.00	\$96,000.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>

For questions, please visit our support site at

<https://www.pearsonassessments.com/contact-us.html>

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: **APPROVE MEMORANDUM OF UNDERSTANDING TO SERVE ELIGIBLE HIGH SCHOOL STUDENTS IN COMMUNITY LEADERSHIP DEVELOPMENT PROGRAMMING**

BACKGROUND:

Founded on the premise and belief that the early introduction of skilled and competency-based leadership development for high school students will yield larger numbers of college-bound youth as well as skilled and educated involvement at civic levels, this non-profit remains active across the United States over 40 years later. This Memorandum of Understanding (MOU) provides an opportunity for high school students (ages 14 to 17), who demonstrate signs of leadership at their respective high school, to attend a competitive youth leadership training to assist them in becoming future community leaders. Based on specific criteria, students are recommended to participate in summer leadership residential training programs which last from four (4) to eight (8) days. Students are housed at colleges or universities which provide housing and food in a safe secure environment during the summer program. For a 2024 summer leadership program, this MOU requests that Fort Worth ISD underwrite the student tuition fees and transportation expenses for up to 40 high school students, with a suggested breakdown by grade level: fifteen (15) freshman, ten (10) sophomores and ten (10) juniors.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding to Serve Eligible High School Students in Community Leadership Development Programming
2. Decline to Approve Memorandum of Understanding to Serve Eligible High School Students in Community Leadership Development Programming
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding to Serve Eligible High School Students in Community Leadership Development Programming

**Memorandum of Understanding Between the Fort Worth Independent School District (District)
and the National Hispanic Institute (Organization)**

The National Hispanic Institute ("Organization" or "NHI") 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, ("District") enter into this Memorandum of Understanding ("MOU" or "Agreement") to serve eligible high school students in community leadership development programming. Organization and District may be collectively referred to as the "Parties" or individually as a "Party."

A. Collaborative Goals/Purpose:

To identify, recruit, and train future community leaders by concentrating on youth who demonstrate early signs of leadership.

B. Organization Responsibilities/Obligations:

The Organization has the following responsibilities/obligations:

- (1) NHI designs, organizes, and implements summer leadership experiences to prepare high school youth for future leadership roles in the community. Programs are residential and last anywhere between four (4) to eight (8) days. NHI partners with colleges and universities, which provide their dorms, cafeterias, and assembly spaces to allow for enhanced security as well as student spaces that are age-appropriate. Specifics are available at www.nationalhispanicinstitute.org.
- (2) NHI leads a national and international outreach effort to identify its annual class of 1700 students to participate. This includes communities that serve high school populations of Latino/a/x students, although any student may participate. Schools/districts establish memorandums of understanding to reserve spots for groups of students they wish to financially support.
- (3) NHI manages an admission intake system and review process where students are verified as being enrolled in school and meet a minimal grade point average of 3.0/4.0 for 9th graders and 3.2/4.0 for 10th/11th graders in order to participate. Students apply on NHI's website, are admitted, and are billed accordingly. Students who are tagged as "MOU/district-sponsored" receive notice of these sponsorships and their accounts are credited with these amounts.
- (4) NHI is responsible for providing a code to the District so that students from the District will receive special consideration and tagging for District sponsorship. NHI will review the applications, admit the students, apply the sponsorship, and track students to complete their files. Additionally, NHI provides emails with the details about what to pack/wear, information about travel, program orientations on Zoom, and fillable links for medical consent and parent releases. When students need additional support/guidance, a representative can provide District-specific Zoom calls or in-person meetings.
- (5) NHI will assign a representative to work directly with the District to coordinate outreach, recruitment, and presentations in order to reach the intended audience by an established set of

deadlines that the Parties agree to. This individual is assigned as NHI's point of contact with the District until this Agreement is fulfilled.

C. District Responsibilities/Obligations:

The District will assist NHI by:

- Promoting the partnership (internal communications, emails, announcements at the District's sole discretion);
- Designating a point of contact to work with NHI;
- Identifying eligible students based on academic performance and/or nominations;
- Providing meeting space(s) for student/parent meetings;
- Circulating District approved information to eligible students (content creation by NHI);
- Assisting students with submitting all mandatory documents (applications, parent releases, etc.);
- Adherence to deadlines to meet the established number of student participants;
- At the District's sole discretion, underwriting student tuition fees for students to attend a 2024 NHI summer program. The total amount of students will not exceed forty (40) students: fifteen (15) 9th graders at \$750, ten (10) 10th graders at \$1200, and ten (10) 11th graders at \$800, or some combination thereof, and a transportation allocation of \$3,750.

D. Joint Responsibilities/Obligations:

Outreach and recruitment to reach the intended goal number of students, ensuring completion of required records.

E. Term:

This Agreement will be effective from the date of signing and shall terminate on November 28, 2024, ("Initial Term") unless earlier terminated under the terms of this MOU. This Agreement may be modified or extended at any time by mutual written consent of both Parties.

F. Termination

This Agreement may only be terminated by written notification of either Party at least ninety (90) days before the intended termination date. The Parties agree to use their best efforts to resolve any issues before resorting to termination.

G. INDEMNIFICATION

- (1) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE ORGANIZATION MUST AND DOES AGREE TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE 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 THE ORGANIZATION, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ORGANIZATION OR ANYONE THAT ORGANIZATION CONTROLS OR EXERCISES CONTROL OVER (COLLECTIVELY, "THE LIABILITIES").

- (2) 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.
- (3) The Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

H. General Provisions

- (1) Confidentiality. The Organization hereby agrees not to divulge any proprietary or confidential information to any person without written authorization from the District. If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"), the Organization agrees to comply with all relevant confidentiality requirements regarding a student's personally identifiable information and individually identifiable health information including entering into any additional agreements related to the care and confidentiality of such information.
- (2) Limitations of Authority. No party has authority for and on behalf of the other except as provided in this MOU. This MOU shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties, and neither of the parties will make such representation.
- (3) Nothing in this MOU waives or relinquishes the Parties' rights to claim any exemptions, privileges, or immunities as may be provided by law.
- (4) Notices. All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of this Agreement 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:

To District:

Fort Worth Independent School District
Attn: Christina Galanis
2801 Patino Rd.
Fort Worth, Texas 76112

With Copies to:

Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

To Organization:

[National Hispanic Institute]
[Nicole Nieto, Executive Vice President]
[P.O. Box 220, Maxwell, TX 78656]

- (5) Entire Agreement. This MOU represents the entire agreement by and between the parties and supersedes any and all prior oral or written agreements, arrangements, or understandings between the District and Organization that relate to the subject matter of this MOU. Any representations,

promises, or guarantees made but not stated in the body of this MOU are null and void and of no effect.

- (6) **Assignment.** Neither Party may assign their interest in this MOU except upon the written consent of the other party.
- (7) **Severability.** If any portion of this MOU shall be, for any reason, held invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable, and carried into effect.
- (8) **Amendments.** Any change to this MOU must be in writing and signed by both Parties.
- (9) **Waiver.** The failure of any party hereto to exercise the rights granted them herein upon the occurrence of any of the contingencies set forth in this MOU shall not in any event constitute a waiver of any such rights upon the occurrence of any such contingencies.
- (10) **Applicable Law.** This MOU and all materials and/or issues collateral thereto shall be governed by the laws of the State of Texas applicable to contracts made and performed entirely therein.
- (11) **Public Records.** The Organization understands and agrees that the District is subject to the Texas Public Information Act ("TPIA") and its limited exceptions. Upon a valid request under the TPIA for information covered under this MOU, District will provide third-party notice to Organization but assumes no other responsibility.
- (12) **Force Majeure.** Neither Party will be liable to the other Party hereunder or in default under this MOU for failures of performance resulting from acts or events beyond the reasonable control of such Party, including, by way of example and not limitation, acts of God, civil disturbances, war, and strikes.
- (12) **Venue.** The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
- (13) **No Third-Party Beneficiary.** This Agreement is made solely between Organization and FWISD and is intended solely for their benefit. No other person or entity shall be deemed a beneficiary of this Agreement, whether directly or indirectly, and no third party shall have any rights, claims, or interests in this Agreement or its enforcement. The rights and obligations contained herein are personal to Organization and FWISD and may not be assigned or transferred to any third party without the prior written consent of both Parties.

H. Signatory Clause

The individuals executing this Agreement on behalf of the District and Organization acknowledge that they are duly authorized to execute this Agreement on behalf of their respective supervisors or directors. All parties hereby acknowledge that they have read and understood this Agreement.

[Signature Page Follows]

Organization

By: Funghi

Printed Name: Nicole Nieto

Title: Executive Vice President

Date: 12/04/2023

Fort Worth Independent School District:

By: Christina Galanis

Printed Name: Christina Galanis

Title: Director-Secondary Student Engagement

Date: 12/15/23

Approved as to Form:

By: [Signature]

Attorney - Office of Legal Services

By: _____

Dr. Angelica Ramsey, SuperIntendent

Dr. Angelica Ramsey
12/15/2023

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE MEMORANDUM OF UNDERSTANDING FOR A PEER TO PEER SUICIDE PREVENTION EDUCATION PROGRAM

BACKGROUND:

Envisioning a world without suicide or depression, a local nonprofit has directed its financial resources towards preventing suicide, eliminating stigma and providing hope to people struggling with depression. To actualize this lofty mission, the foundation teamed up with a peer to peer prevention education program. Built by educators in partnership with mental health experts, this evidence-based training program changes how schools approach mental health and suicide prevention. Peers nominate students who are trustworthy and caring individuals to join the suicide prevention program. Program members are NOT taught to act as counselors, but are trained to watch for at-risk students, provide friendship, identify suicide warning signs, and seek help from adults. Once invited to be a member, students must get a permission form signed by their parents and attend regular training meetings.

There is no cost to Fort Worth ISD. All services provided to the identified schools are 100% donor-funded. The three-year agreement would extend through the end of the 2025-2026 school year.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve Memorandum of Understanding for a Peer to Peer Suicide Prevention Education Program
2. Decline to Approve Memorandum of Understanding for a Peer to Peer Suicide Prevention Education Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Memorandum of Understanding for a Peer to Peer Suicide Prevention Education Program

FUNDING SOURCE: *Additional Details*

No Cost Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Jordan Elizabeth Harris Foundation
Hope Squad, LLC

PURCHASING MECHANISM:

Not a Purchase

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

Elementary Schools (5)

Cesar Chavez Elementary School
Diamond Hill Elementary School
H.V. Helbing Elementary School
M.H. Moore Elementary School
Overton Park Elementary School

Middle Schools (4)

Applied Learning Academy
Meacham Middle School
Leonard Middle School
Riverside Middle School

High Schools (5)

Amon Carter-Riverside High School
Arlington Heights High School
Diamond-Hill Jarvis High School
O.D. Wyatt High School
Trimble Technical High School

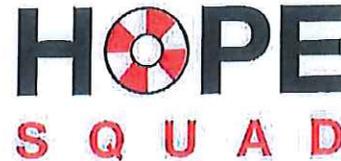
RATIONALE:

Suicide, a major public health issue that has a broad impact across campuses, is one of the leading causes of deaths for adolescents. School-based education interventions are effective in preventing suicidal ideation and suicide attempts. The program’s goal is to prevent suicide through awareness and education, reduce stigma and serve as a resource for those touched by suicide. The aftermath of a suicide can makes it difficult for a school to return to its primary function of educating students and can also increase the risk of prolonged stress responses and even suicide contagion. Approval would allow more students and campuses to benefit from increased suicide prevention, education and postvention.

INFORMATION SOURCE:

Dr. Tamekia Brown, Associate Superintendent, Learning and Leading, Service Network 4

Execution Version



HOPE SQUAD IMPLEMENTATION AGREEMENT

THIS HOPE SQUAD IMPLEMENTATION AGREEMENT (hereinafter referred to as the "Agreement") dated as of July 18, 2023, is by and between each of the campuses listed in Exhibit B herein of 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, ("School"), and The Jordan Elizabeth Harris Foundation, a Texas non-profit corporation ("Company"). School and Company may be collectively referred to as the "Parties" or individually as a "Party." An additional School or additional Schools may be added as a Party or Parties to this Agreement from time to time by adding the name of such School or Schools to Exhibit B which have agreed to be a Party or Parties to this Agreement. When such School or Schools are added to the list of Schools in Exhibit B, such School or Schools shall be deemed to be a Party to this Agreement without any changes to this Agreement or any further action required by the Company with respect to the School or Schools; *provided, however*, if the Company is notified by the sponsor of the Hope Squad program that the curriculum cost incurred by the Company described in Exhibit A will increase prior to adding a School or Schools becoming parties to this Agreement as provided above, the Company will notify the Fort Worth Independent School District to discuss such increase before the School or School is added to the list. Any increase must be agreed to by the School in writing.

In consideration of the mutual covenants herein contained and other good and valuable consideration, recognized by the parties hereto, Company and School agree as follows:

I. Services and Term.

1.1 Services. Company hereby engages to provide the support detailed on the Statement of Services, hereby attached as Exhibit A (hereinafter referred to as "Services") to School, contingent on School:

- 1.1.1 Completing the Pre and Post surveys that are sent at the beginning and end of each school year by Hope Squad National; AND
- 1.1.2 All referrals (both Hope Squad AND non-Hope Squad) being reported to the Hope Squad research team via the form provided by the Hope Squad research team. A referral is defined as "any student who comes to the school's counseling center for reason of non-suicidal self-injury, suicidal thoughts, or suicidal behaviors. No names are recorded."

1.2 Contact Person. School shall designate one primary individual to be responsible for communication with Company regarding the Services, and otherwise representing School in business dealings with Company. The initial contact person as well as School's contact information is as set forth on the signature page hereto. Company, at its sole and absolute discretion, shall have the right at any time to ask School to designate another person acceptable to Company to serve as School's primary contact person for Company.

1.3 Term. Subject to Sections 1.4 and 6.6 of this Agreement, the term of this Agreement shall commence upon the date set forth in Exhibit A and shall remain in effect for the duration of that time, at which point it shall terminate. This Agreement may be extended or terminated in advance of the end of the term by a written document signed by both Parties. If the term is extended, unless agreed upon otherwise, School shall be responsible for an annual fee charged by Hope Squad, LLC, which is currently \$550 per year, and which is subject to change upon written notice to the School.

1.4 Termination. Either Party has the right, forthwith and without further notice, to terminate this Agreement by written notice to the other, upon the occurrence of any of the following events.

- (a) a breach or default of a provision of this Agreement which is not cured within the period set forth in Paragraph 8 of this Agreement; or
- (b) a Force Majeure Event that continues for a period of thirty (30) days, or
- (c) for any or no reason, upon sixty (60) days' written notice to the other party.

2. Force Majeure. Neither Party will be liable to the other for any loss, damage, or default occasioned by strike, civil disorder, governmental decree, or regulation, acts of God, or another force majeure (collectively, a "Force Majeure Event"). Upon conclusion of a Force Major Event, each Party will use commercially reasonable means to recommence full performance of our obligations under the Agreement.

4. Curriculum Cost. Company agrees to pay the total program costs directly to Hope Squad, LLC during the term of this Agreement, except for the annual fee payable to Hope Squad, LLC if this Agreement is extended as referred to in Section 1.3.

5. Publicity. Provided that School fulfills its obligations hereunder in a satisfactory manner, School may only use Company's name with written permission (but not the names of Company's clients, partners, or affiliates unless otherwise specifically approved in writing by such Company clients, partners, or affiliates) and describe the Services in School's self-promotional materials. Such Services description shall be subject to the prior written approval of Company. Company may also describe School's services for Company in press releases and promotional materials with written permission of School.

6. Miscellaneous.

6.1 Assignment. This Agreement shall not be assigned by either Party in any way without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void.

6.2 Amendments. This Agreement may be amended by mutual written agreement signed by both Parties at any time prior to termination. Such amendments may be requested by either Party and must be in writing.

6.3 Entire Agreement; Governing Law. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be governed by the laws of Texas without regard to its rules regarding conflict of laws. Venue shall be in Tarrant County, Texas.

6.4 Sophisticated Parties. Each Party to this Agreement represents and acknowledges that it is capable of understanding all of the terms of this Agreement and has had an opportunity to review this Agreement with its counsel, and that it enters into this Agreement with full knowledge of the terms of the Agreement.

6.5 Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

6.6 Dispute Resolution. In the event of any dispute, claim, controversy, or disagreement relating to, arising out of, or in connection with this Agreement or the subject matter of this Agreement (each, a "Dispute"), the parties hereto shall first attempt to settle such Dispute through friendly consultation. If such Dispute cannot be satisfactorily resolved by the parties themselves through friendly consultation within a period of ten (10) days after either party provides notice to the other of the Dispute, the non-breaching party shall have the right to terminate this Agreement.

6.7 School and Company Relationship. School's relationship to Company is that of an independent contractor, and neither Party is an agent, partner, or joint venturer of the other. No debts or obligations shall be incurred by either party in the other Party's name or on its behalf, and neither party shall be responsible nor liable for the debts and obligations of the other Party. Neither Party shall have the right to bind or obligate the other Party with respect to any matter. School is not an employee of Company, nor are any of School's employees or contract personnel employees of Company. School shall have the right to perform services for others and the sole right to control and direct the means, methods, and manner by which the Services required hereunder will be performed, consistent with the terms of this Agreement. School shall not be

entitled to any fringe benefits, including health insurance, benefits, paid vacation, or other employee benefits provided by Company to its employees.

6.8 Notice. As used herein, the term "Business Day" means any day other than a Saturday, a Sunday, or a holiday on which national banking associations in Texas are not open for business. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made (i) upon the date of personal delivery (if notice is delivered by personal delivery), (ii) on the date of delivery, as confirmed by electronic answerback (if notice is delivered by facsimile transmission), (iii) on the 1st Business Day after deposit with a nationally recognized overnight courier service (if notice is delivered by nationally recognized overnight courier service with overnight service requested), or (iv) on the 3rd Business Day following mailing from within the United States by first class United States mail, postage prepaid, registered mail return receipt requested (if notice is given in such manner), and in any case addressed to the respective party's primary business address, or to such different address as either party may designate in writing to the other pursuant to this paragraph.

To School:

Fort Worth Independent School District
FWISD Teaching and Learning Center
2801 Patino Rd Room 122
Fort Worth, Texas 76112
Attention: Sandra Benavidez-Perez, Ed.D, Executive
Director of Guidance and Counseling
Fort Worth Independent School District
Telephone No. 817.814.2900
Email: Sandra.benavidez@fwisd.org

To Company

The Jordan Elizabeth Harris Foundation
2830 S. Hulen Street, #139
Fort Worth, TX 76109
Attention: David Umanzor
Telephone No. 682-207-5250
Email david.umanzor@jehfoundationfw.org

6.9 Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

6.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the matters covered hereby.

6.11 Counterparts. This Agreement may be executed in several counterparts, all or any part of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. The exchange of copies of this Agreement and of the signature pages thereof by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original instrument for all

purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Company and the Schools, have caused this Agreement to be duly executed as of the date first written above.

THE JORDAN ELIZEBETH HARRIS FOUNDATION

By: 
Name: Matthew Vereeke
Title: Chief Executive Officer

SCHOOL REPRESENTATIVES

By: _____
Name: Angélica M. Ramsey, Ed.D.
Title: Superintendent, Fort Worth
Independent School District

Signed by Dr. Guerrero on behalf of
Dr. Brown 12/21/2023


1/12/2024

By: 
Name: Sandra Benavidez - Perez, Ed.D.;
Title: Executive Director of Guidance and
Counseling, Fort Worth Independent
School District

CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: **APPROVE SERVICES FOR MONITORING ENERGY MANAGEMENT SYSTEMS**

BACKGROUND:

The Maintenance Department is seeking approval for contracted services to assist in programming, maintaining and monitoring the Alerton Controls portion of the Energy Management Systems (EMS) devices installed at our District facilities. The primary goal of these services is to guarantee the optimal functioning of Heating, Ventilation, and Air Conditioning, or HVAC, systems; thereby, supporting students' comfort in a climate-controlled environment. Additionally, these services will be crucial in monitoring the various energy management systems deployed across our District facilities.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Services for Monitoring Energy Management Systems
2. Decline to Approve Services for Monitoring Energy Management Systems
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Services for Monitoring Energy Management Systems

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-501

COST:

\$75,000

VENDOR(S)/PROVIDER(S):

NCA Electric, LLC.

PURCHASING MECHANISM:

Competitive Solicitation

RFP #22-136-A

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:

District - Wide

RATIONALE:

Our District facilities boast approximately 7,500 Alerton Controls devices used to control chillers, boilers, and rooftop units. These devices enable the early detection of equipment failure and ensure efficient energy consumption as facilities can become less efficient as operational patterns change and equipment performance declines. The EMS system can implement diagnostics for our HVAC system and detect when a particular component is starting to fail. To ensure efficient energy consumption, all HVAC systems, except for portable building units, are integrated into EMS. Alerton Controls software not only monitors and analyzes building energy, but also assists in controlling it. The District does not have the trained personnel on staff with the expertise to program and maintain Alerton Controls system, contracted services is the only viable option to maintain the integrity of that portion of the EMS system.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: **APPROVE INSTALLATION OF CELLULAR COMMUNICATORS FOR DISTRICT ELEVATORS**

BACKGROUND:

The Maintenance Department is in the process of phasing out copper wires used in the plain old telephone system (POTS) lines for the emergency elevator call button. Instead, they are adopting a newer and more reliable technology - a cellular dialing system. This change will not affect the use of the emergency call-in button. By moving to a cellular communicator, the elevator emergency call-in system will be aligned with the same system currently being used for the facility's fire alarms. This will result in an efficient solution for monitoring both fire alarm and emergency call-in systems in a single system.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Installation of Cellular Communicators for District Elevators
2. Decline to Approve Installation of Cellular Communicators for District Elevators
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Installation of Cellular Communicators for District Elevators

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-501

COST:

\$88,900

VENDOR(S)/PROVIDER(S):

Intrepid Security & Protection

PURCHASING MECHANISM:

Competitive Solicitation

RFP #23-124

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:

District - Wide

RATIONALE:

127 elevators in the District will be impacted by the transition to guarantee reliable emergency elevator calls.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations

Exhibit A & B

Intrepid Security & Protection

P.O. Box 16003
Fort Worth, TX 76162
817-346-3463
State License C09203 ACR 1750987

December 12, 2023

Fort Worth ISD - RFP 23-124

Fort Worth ISD
7060 Camp Bowie Boulevard
Fort Worth, Texas 76116

Re: Elevator Phone Equipment Quote

The following is the price quote to install cellular communicators into 127 elevators and replace the existing elevator phones on an as needed basis:

127 Cellular Elevator Communicators @ \$350.00 each
127 Replacement Elevator Phones (As Needed) @ \$350.00 each

Total quote not to exceed \$88,900.00.

Michael L. Arnold
Intrepid Security & Protection

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: **APPROVE FIRE ALARM SYSTEM REPLACEMENT AT DOLORES
HUERTA AND MEADOWBROOK ELEMENTARY SCHOOLS****

BACKGROUND:

The fire alarm systems at both campuses are over 20 years old, and both have suffered complete system failure. A non-functional system compromises the entire fire safety infrastructure, making investing in a new, reliable system that meets current safety standards and regulations imperative. Replacing the fire alarm systems will provide an essential component for protecting the facilities and keeping occupants safe.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Fire Alarm System Replacement at Dolores Huerta and Meadowbrook Elementary Schools
2. Decline to Approve Fire Alarm System Replacement at Dolores Huerta and Meadowbrook Elementary Schools
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Fire Alarm System Replacement at Dolores Huerta and Meadowbrook Elementary Schools

FUNDING SOURCE: *Additional Details*

TRE 198-51-6299-501

COST:

\$269,045

VENDOR(S)/PROVIDER(S):

Texas Fire & Sound

PURCHASING MECHANISM:

Cooperative Agreement

BuyBoard Contract #654-21

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 Buyboard, Contract #654-21. Supporting documentation is attached. The recommended vendor is listed above.

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

Dolores Huerta Elementary School
Meadowbrook Elementary School

RATIONALE:

Replacing the fire alarm systems at both campuses will support an essential safety feature for facilities and help adhere to compliance issues for occupancy within the facilities.

INFORMATION SOURCE:

Kellie J Spencer, Deputy Superintendent, Operations

TEXAS FIRE & SOUND

“Serving the great State of Texas”

Dallas • Denver • Houston • Ft. Worth • Austin • San Antonio

833-TXF-ASAP (833-893-2727)

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : Dolores Huerta Elementary

Proposal : 2311.9933.095

Date : 11/07/2023

Buy Board # : 654-21

FWISD Vendor # : 29652

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL PRICE (TAX EXCLUDED) \$ 120,720.00

Total Sum of One Hundred Twenty Thousand Seven Hundred Twenty & 00/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extended parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

Project : Dolores Huerta Elementary

Proposal: 2311.9933.095

Date : 11/07/2023

EXCLUSIONS;

1. Sales Tax
2. Premium labor, Prevailing wage rates, Certified Payroll
3. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
4. Any X-ray and/or core drilling operation, and underground trenching
5. Floor penetrations from level to level and all fire rated assemblies
6. Penetration of load bearing structural elements
7. Any required fire rated assemblies and access doors
8. Adequate structural capacity to support equipment
9. Wire-mold and/or exterior wire routing materials
10. Damage caused by other trades during construction
11. Electrical work (above 24 volts)
12. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
13. Bid, Performance or Payment bonds
14. Fire Stopping

INCLUSIONS:

1. Duct detectors shall be provided for all AHU's shown on plans over 2000 cfm. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.
2. CO Detection in all Classrooms and areas containing gas
3. Voice Evacuation
4. Conduit & Backboxes as required
5. Demo of Existing System
6. Labor & materials to install the proposed equipment unless excluded otherwise herein
7. Project management
8. Field Drawings
9. Permit fees
10. System testing
11. Inspection with the AHJ
12. Training
13. One Year Warranty on Parts and Labor

SPECIAL CONDITIONS:

To properly prepare field drawings for the system, the client will need to provide the necessary AutoCAD *.dwg formatted files of the work project areas. Additional monies and time shall be required if CAD files are not provided.

Notwithstanding any other provision, Texas Fire & Sound shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure, the COVID-19 pandemic or any other event out of its direct and immediate control, and Contractor shall not be entitled to any damages resulting thereof.

Steel/copper/plastics/commodities (Commodities) - The pricing offered in this proposal is based on the price of (Commodities) and its availability as of the date of this proposal. Customer agrees that the cost and availability of (Commodities) and (Commodities) products may rise after the date of this proposal. The rise in price of (Commodities) and (Commodities) products shall result in a corresponding dollar-for-dollar increase in TFS's proposal for this agreement.

This proposal is valid for (90) Ninety days from the date on this proposal.

Project : Dolores Huerta Elementary
 Proposal : 2311.9933.095
 Date : 11/07/2023

PROPOSAL NOTES:

1. We are basing the client equipment device locations on the plans provided by the customer. Any additional items required by the AHJ during plan review beyond what is included in this scope of work will be additional cost.
2. TFS will supply two [2] sets of shop drawings/submittals in black and white paper or color on electronic media.
3. Pricing considerations have been made for the installation and inspection of this project as a complete system. Considerations for phased or temporary occupancy have not been made in this proposal. Any phased occupancy or partial inspections will impact the cost of design and installation. These cost impacts are the responsibility of the client.
4. The client is responsible for providing dedicated 120V AC, 20A circuits with clean power to all panel(s).
5. Surge protection shall be provided by others for installation at the breaker location of each dedicated circuit, at no cost to TFS, that is to be used for the system.
6. Labor rates are provided for normal working hours. Premium labor such as Davis Bacon wages, Differential, Per Diem, Holiday pay rates, or accelerated schedule are not included and will be at additional costs to the client unless delineated in the inclusions listed above.
7. TFS will only take equipment returns that have an approved RMA and the equipment is in NEW condition and boxes are unopened. TFS reserves the right to charge a restocking fee on any equipment return. Equipment pricing is based on package pricing and may vary from project to project based on discounts received.
8. Unless negotiated in the fully executed contract, no retention is considered or allowed on TFS's projects. Back charges shall not be able to be levied against TFS at any time unless TFS is notified in writing within three business days of the event of the assumed back charge. Any claim for back charges shall be forever barred if TFS is not provided notification in writing within three business days of the event that the alleged incident for back charge occurred.

Sincerely,

Dan Blanton
 Sr. Sales Account Manager
 Email: Txfsales03@txfs.us
 Direct: (972) 998-7614

Client Company: _____	Company : Texas Fire & Sound
Client Signature: _____	Auth. TFS Officer: _____
Print Name : _____	Print Name : _____
Title : _____ Date: _____	Title Date : _____ Date: _____
<p><small>THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE & SOUND, OFFICER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CLIENT ANY AMOUNT THAT HAS BEEN PAID TO THE COMPANY HEREUNDER.</small></p> <p>TEXAS FIRE & SOUND TERMS & CONDITIONS APPLY (available on request)</p>	

TEXAS FIRE & SOUND

"Protecting What You Value Most"

Dallas • Fort Worth • Houston • Austin • San Antonio • Denver

(833) TXF-ASAP

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

LINE CARD

Texas Fire & Sound, a 40-year-old company, with hundreds of years of combined experience and is a recognized leader in the Life Safety Industry. We have the experience to design, install, monitor, and service systems that will provide the user with the highest level of confidence as well as post installation services which are essential in today's changing Commercial and Industrial environment.

Specializing in Design Bid/Design-Build on new projects, existing system upgrades, tenant improvements, single or multi-story buildings, Texas Fire & Sound offers all phases of Life Safety and Security at professional and competitive pricing.

OUR SERVICES INCLUDE:

- ❖ FIRE ALARM
- ❖ VOICE – MASS NOTIFICATION
- ❖ BDA/DAS/ERRCS
- ❖ FIRE SPRINKLER – NEW/ADD/ALT/DEMO
- ❖ FIRE PUMPS
- ❖ FIRE EXTINGUISHERS
- ❖ LONG RANGE RADIO COMMUNICATIONS
- ❖ 24 HOUR "LIVE" ON-CALL SERVICE/REPAIR
- ❖ KITCHEN HOOD SUPPRESSION
- ❖ SECURITY
- ❖ SMOKE CONTROL
- ❖ CLOSED CIRCUIT TELEVISION
- ❖ ACCESS CONTROL
- ❖ BACKFLOW PREVENTORS
- ❖ 24 HOUR MONITORING
- ❖ FM-200 SYSTEMS
- ❖ TEST & INSPECTION
- ❖ NURSE CALL
- ❖ INTERCOM/PA
- ❖ AUDIO/VIDEO

OUR MANUFACTURER & SUPPLIER PARTNERS INCLUDE:

FIRE ALARM

- GAMEWELL/FCI
- IFP by HONEYWELL
- HOCHIKI
- HARRINGTON
- SILENT KNIGHT
- VESDA
- POTTER

ACCESS CONTROL

- HONEYWELL
- NETACCESS CONTROLS
- GALAXY
- CONTINENTAL ACCESS
- BRIVO

SUPPRESSION

- PYRO-CHEM
- ANSUL
- FM-200
- BADGER

SMOKE CONTROL SYSTEMS

- GAMEWELL/FCI
- IFP by HONEYWELL
- KIRKLAND

CLOSED CIRCUIT TELEVISION

- HONEYWELL
- PANASONIC
- COSTAR VIDEO SYSTEMS

COMMUNICATIONS

- AES LONG RANGE RADIO
- IP
- DIGITAL
- BDA/DAS/ERRCS

BUILDING INTEGRATION

- HONEYWELL BIS
- BOSCH BIS

MONITORING

- FIRE ALARM
- SECURITY/BURGLAR
- PROCESS CONTROLS
- CCTV
- BDA/DAS/ERRCS

SECURITY SYSTEMS

- HONEYWELL VISTA
- DSC
- NAPCO

NURSE CALL – DOOR ENTRY

- AIPHONE
- TEK-TONE

VOICE – MASS NOTIFICATION

- GAMEWELL/FCI
- COOPER-WHEELLOCK
- IFP by HONEYWELL

AUDIO-VIDEO

- BOGEN
- EXTRON
- JBL/DA-LITE

ENGINEERING & DESIGN

- CAD DESIGN & DRAFTING
- NICET CERTIFIED
- PE STAMP
- FCC LICENSED

TEXAS FIRE & SOUND

“Serving the great State of Texas”

Dallas • Denver • Houston • Ft. Worth • Austin • San Antonio

833-TXF-ASAP (833-893-2727)

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

Project : Meadowbrook Elementary

Proposal : 2311.9933.094

Date : 11/07/2023

Buy Board # : 654-21

FWISD Vendor # : 29652

Attn: Randy Loftin (FWISD)

Texas Fire & Sound (TFS) is pleased to provide you with the following proposal. As an experienced and recognized leader in the Life Safety industry we have the expertise to design, install and service systems that will provide both the contractor and end-user with the highest level of confidence in managing their critical and essential systems before, during, and after installation. We specialize in design/build on new projects, existing system updates/upgrades and tenant improvements. TFS offers all phases of Life Safety, (fire sprinkler, fire alarm) and other low voltage needs at professional and competitive pricing. For a more complete list of our offerings see our line card at the end of this proposal. **At Texas Fire & Sound we understand there is no substitute for repeat and referral business. That is why customer satisfaction is our number one business goal.**

TOTAL PRICE (TAX EXCLUDED) \$ 148,325.00

Total Sum of One Hundred Forty-Eight Thousand Three Hundred Twenty-Five & 00/100

All conduit and standard back boxes are included and shall be provided and installed by TFS.

This proposal does not include the required monitoring or test & inspection services for the fire alarm system. Texas Fire & Sound shall provide a separate proposal for these services, which must be in place prior to the final acceptance inspection, as required by the Authority Having Jurisdiction. These services may also provide additional savings through an extended parts warranty at no additional cost.

SCOPE OF WORK TEXAS FIRE & SOUND:

Texas Fire & Sound (TFS) shall prepare field drawings, install, and place in operating condition an Addressable Fire Alarm system. The Fire Alarm equipment and device locations are based on field survey and AHJ and FWISD minimum requirements.

The new system shall be as manufactured by Silent Knight as specified. All wire/cable above lift out ceiling shall be installed open air and properly secured to the structure. Wiring shall be routed free air above ceilings and in conduit where exposed below 96”.

Schedule: This proposal is based on the work being performed during regular business hours of 8am-5pm, M-F.

Project : Meadowbrook Elementary

Proposal: 2311.9933.094

Date : 11/07/2023

EXCLUSIONS;

1. Sales Tax
2. Premium labor, Prevailing wage rates, Certified Payroll
3. Monitoring services utilizing cellular, or radio transmission shall require additional equipment not included in this proposal
4. Any X-ray and/or core drilling operation, and underground trenching
5. Floor penetrations from level to level and all fire rated assemblies
6. Penetration of load bearing structural elements
7. Any required fire rated assemblies and access doors
8. Adequate structural capacity to support equipment
9. Wire-mold and/or exterior wire routing materials
10. Damage caused by other trades during construction
11. Electrical work (above 24 volts)
12. Patching, painting, repair of sheetrock or ceramic tiles and/or the replacement of ceiling tiles and/or grid components
13. Bid, Performance or Payment bonds
14. Fire Stopping

INCLUSIONS:

1. Duct detectors shall be provided for all AHU's shown on plans over 2000 cfm. TFS shall provide and install remote test stations, where applicable, for TFS provided duct detector(s) only.
2. CO Detection in all Classrooms and areas containing gas
3. Voice Evacuation
4. Conduit & Backboxes as required
5. Demo of Existing System
6. Labor & materials to install the proposed equipment unless excluded otherwise herein
7. Project management
8. Field Drawings
9. Permit fees
10. System testing
11. Inspection with the AHJ
12. Training
13. One Year Warranty on Parts and Labor

SPECIAL CONDITIONS:

To properly prepare field drawings for the system, the client will need to provide the necessary AutoCAD *.dwg formatted files of the work project areas. Additional monies and time shall be required if CAD files are not provided.

Notwithstanding any other provision, Texas Fire & Sound shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from Force Majeure, the COVID-19 pandemic or any other event out of its direct and immediate control, and Contractor shall not be entitled to any damages resulting thereof.

Steel/copper/plastics/commodities (Commodities) - The pricing offered in this proposal is based on the price of (Commodities) and its availability as of the date of this proposal. Customer agrees that the cost and availability of (Commodities) and (Commodities) products may rise after the date of this proposal. The rise in price of (Commodities) and (Commodities) products shall result in a corresponding dollar-for-dollar increase in TFS's proposal for this agreement.

This proposal is valid for (90) Ninety days from the date on this proposal.

Project : Meadowbrook Elementary
 Proposal : 2311.9933.094
 Date : 11/07/2023

PROPOSAL NOTES:

1. We are basing the client equipment device locations on the plans provided by the customer. Any additional items required by the AHJ during plan review beyond what is included in this scope of work will be additional cost.
2. TFS will supply two [2] sets of shop drawings/submittals in black and white paper or color on electronic media.
3. Pricing considerations have been made for the installation and inspection of this project as a complete system. Considerations for phased or temporary occupancy have not been made in this proposal. Any phased occupancy or partial inspections will impact the cost of design and installation. These cost impacts are the responsibility of the client.
4. The client is responsible for providing dedicated 120V AC, 20A circuits with clean power to all panel(s).
5. Surge protection shall be provided by others for installation at the breaker location of each dedicated circuit, at no cost to TFS, that is to be used for the system.
6. Labor rates are provided for normal working hours. Premium labor such as Davis Bacon wages, Differential, Per Diem, Holiday pay rates, or accelerated schedule are not included and will be at additional costs to the client unless delineated in the inclusions listed above.
7. TFS will only take equipment returns that have an approved RMA and the equipment is in NEW condition and boxes are unopened. TFS reserves the right to charge a restocking fee on any equipment return. Equipment pricing is based on package pricing and may vary from project to project based on discounts received.
8. Unless negotiated in the fully executed contract, no retention is considered or allowed on TFS's projects. Back charges shall not be able to be levied against TFS at any time unless TFS is notified in writing within three business days of the event of the assumed back charge. Any claim for back charges shall be forever barred if TFS is not provided notification in writing within three business days of the event that the alleged incident for back charge occurred.

Sincerely,

Dan Blanton
 Sr. Sales Account Manager
 Email: Txfsales03@txfs.us
 Direct: (972) 998-7614

Client Company: _____	Company : Texas Fire & Sound
Client Signature: _____	Auth. TFS Officer: _____
Print Name : _____	Print Name : _____
Title : _____ Date: _____	Title Date : _____ Date: _____
<p><small>THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED, TEXAS FIRE & SOUND, OFFICER. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF THE COMPANY SHALL BE TO REFUND TO THE CLIENT ANY AMOUNT THAT HAS BEEN PAID TO THE COMPANY HEREUNDER.</small></p> <p>TEXAS FIRE & SOUND TERMS & CONDITIONS APPLY (available on request)</p>	

TEXAS FIRE & SOUND

"Protecting What You Value Most"

Dallas • Fort Worth • Houston • Austin • San Antonio • Denver

(833) TXF-ASAP

ACR-1958587 • ECR-1958592 • SCR-G-1958543 • B-19729

LINE CARD

Texas Fire & Sound, a 40-year-old company, with hundreds of years of combined experience and is a recognized leader in the Life Safety Industry. We have the experience to design, install, monitor, and service systems that will provide the user with the highest level of confidence as well as post installation services which are essential in today's changing Commercial and Industrial environment.

Specializing in Design Bid/Design-Build on new projects, existing system upgrades, tenant improvements, single or multi-story buildings, Texas Fire & Sound offers all phases of Life Safety and Security at professional and competitive pricing.

OUR SERVICES INCLUDE:

- ❖ FIRE ALARM
- ❖ VOICE – MASS NOTIFICATION
- ❖ BDA/DAS/ERRCS
- ❖ FIRE SPRINKLER – NEW/ADD/ALT/DEMO
- ❖ FIRE PUMPS
- ❖ FIRE EXTINGUISHERS
- ❖ LONG RANGE RADIO COMMUNICATIONS
- ❖ 24 HOUR "LIVE" ON-CALL SERVICE/REPAIR
- ❖ KITCHEN HOOD SUPPRESSION
- ❖ SECURITY
- ❖ SMOKE CONTROL
- ❖ CLOSED CIRCUIT TELEVISION
- ❖ ACCESS CONTROL
- ❖ BACKFLOW PREVENTORS
- ❖ 24 HOUR MONITORING
- ❖ FM-200 SYSTEMS
- ❖ TEST & INSPECTION
- ❖ NURSE CALL
- ❖ INTERCOM/PA
- ❖ AUDIO/VIDEO

OUR MANUFACTURER & SUPPLIER PARTNERS INCLUDE:

FIRE ALARM

- GAMEWELL/FCI
- IFP by HONEYWELL
- HOCHIKI
- HARRINGTON
- SILENT KNIGHT
- VESDA
- POTTER

ACCESS CONTROL

- HONEYWELL
- NETACCESS CONTROLS
- GALAXY
- CONTINENTAL ACCESS
- BRIVO

SUPPRESSION

- PYRO-CHEM
- ANSUL
- FM-200
- BADGER

SMOKE CONTROL SYSTEMS

- GAMEWELL/FCI
- IFP by HONEYWELL
- KIRKLAND

CLOSED CIRCUIT TELEVISION

- HONEYWELL
- PANASONIC
- COSTAR VIDEO SYSTEMS

COMMUNICATIONS

- AES LONG RANGE RADIO
- IP
- DIGITAL
- BDA/DAS/ERRCS

BUILDING INTEGRATION

- HONEYWELL BIS
- BOSCH BIS

MONITORING

- FIRE ALARM
- SECURITY/BURGLAR
- PROCESS CONTROLS
- CCTV
- BDA/DAS/ERRCS

SECURITY SYSTEMS

- HONEYWELL VISTA
- DSC
- NAPCO

NURSE CALL – DOOR ENTRY

- AIPHONE
- TEK-TONE

VOICE – MASS NOTIFICATION

- GAMEWELL/FCI
- COOPER-WHEELLOCK
- IFP by HONEYWELL

AUDIO-VIDEO

- BOGEN
- EXTRON
- JBL/DA-LITE

ENGINEERING & DESIGN

- CAD DESIGN & DRAFTING
- NICET CERTIFIED
- PE STAMP
- FCC LICENSED

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: **APPROVE PURCHASE OF FRONT-END CONTROL VIDEO
PRODUCTION SYSTEM****

BACKGROUND:

The video production station and the PTZ cameras recommended for purchase would serve as the operating system for the new video boards that are scheduled to be installed at Farrington Field, Clark Stadium, and Scarborough-Handley Field in the coming months. The Front-End Control System consists of a two (2) PTZ cameras, a control station, replay switchers, accessories, and product installation that includes training. The video production system could be installed at the same time as the video boards.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Purchase of Front-End Control Video Production System
2. Decline to Approve Purchase of Front-End Control Video Production System
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Front-End Control Video Production System

FUNDING SOURCE: *Additional Details*

General Fund 199-36-6396-260

COST:

\$95,366.36

VENDOR(S)/PROVIDER(S):

Digital Scoreboards

PURCHASING MECHANISM:

Cooperative Agreement

TIPS #230901

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 TIPS Contract #230901. Supporting documentation is attached. The recommended vendor is listed above.

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

Athletic Department
Farrington Field
Clark Stadium
Scarborough-Handley Field

RATIONALE:

The recommended purchase of the video production equipment would provide a reliable system for high-quality video coverage of district events at Farrington Field, Clark Stadium, and Scarborough-Handley Field. Outdated cameras have become inoperable and need replacement. A compatible production station is required for the new videoboards / scoreboards.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations



Exhibit A & B

Prepared For:

FORT WORTH ISD

TIPS Contract 230901 Audio Visual Equipment,
Supplies & Services

City / State

Fort Worth, TX

Contact Name

Mr. J.J. Calderon – Executive Director of Athletics

Contact E-Mail

Jimmy.calderon@fwisd.org

Contact Number

817-815-7300



Fort Worth
INDEPENDENT SCHOOL DISTRICT

FRONT END CONTROL GEAR PROPOSAL

Prepared by
Clayton²²² Harrell

clayton@digitalscoreboards.net

479-313-5646 mobile

QTY	ITEM	ITEM DESCRIPTION	TOTAL
6	PTZ Cameras	BirdDog Eyes A200 Gen 2 IP67 Weatherproof Full NDI PTZ Cameras w/Sony Sensor & SDI (White). Both camera's will be located in crow's nest	Included
3	Accessories	BirdDog PTZ Keyboard Controllers w/NDI, VISCA, RS-232 & RS422, BirdDog Comms Compatible	Included
6	Accessories	Bird Dog PoE++ Injectors	Included
6	Accessories	BirdDog Pole & Wall Mount Adapters for A200 / A300	Included
1	Accessories	27" Monitor Displays/Keyboard/Mouse/Network switches Rack power supply	Included
1	Accessories	CAT6 Outdoor Rated Cabling	Included
3	Replay Switchers	VMix 4 Input Switcher & Instant Replay Machines	Included
1	Services	V-MIX Switcher Integration & Training	Included
1	Services	Installation	Included
1	Shipping	Shipping to Destination	\$2,375.00
Updated FRONT END PACKAGE PRICE, Services & Freight			\$98,293.00

Contract Total After ²²³TIPS Discount
 Price Good for 90 Days

\$95,366.36

EXCLUDED ITEMS

Permitting	Permitting, if Required
Engineering	Engineering, if Existing Structure
Power	Providing conduit, power and breaker panel to base of display
Communications	Providing conduit and fiber with terminations between display and pressbox
Internet	Hard-Line Internet to Control Rack (required for control system, diagnostics and service)
Bonding	Performance Bonding, if Required
Sales Tax	Sales Tax, if Applicable (if exempt a certificate must be supplied with order)

RETROFIT INSTALLATION CLAUSE

The installation portion of this installation is quoted site unseen. Upon a successful site visit, either before or at the time of installation, structure upgrades or corrective measures are required, a School Representative will be contacted prior to proceeding and the required upgrades will be discussed and agreed to on a time and material basis. The subsequent change order will be invoiced upon the completion of the project.

OUTDOOR SURFACE CLAUSE

The installation portion of the enclosed proposal does not include ground protection or ground repair from normal wear and tear to the surface of the ground during installation. Due to equipment mobilization, construction and installation of this outdoor digital scoreboard normal ground disruption is expected and repair is not included.

Contract Acceptance

Total Contracted Amount	\$ 95,366.36
--------------------------------	---------------------

Payment Terms

Standard Terms	75% Deposit Upon Acceptance / 25% Net 30 Upon Completion - Special terms available upon request on a project-by-project basis -
Deliver & Install	8-12 weeks from approved contract <i>and receipt of deposit</i>

BY SIGNING THIS DOCUMENT, BOTH PARTIES ACCEPT THE ENCLOSED TERMS AND CONDITIONS

Customer	Company
	Digital Scoreboards, LLC
	333 S. Tamiami Trail #283
	Venice, FL 34285
	Chris Kirn, Chief Operating Officer
	<i>Chris Kirn</i>
Signature	Signature
	Chief Operating Officer
Title	Title
Date	Date

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT WITH A CONSTRUCTION MANAGER AT RISK FOR PRE-CONSTRUCTION SERVICES FOR RIVERSIDE MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, The District issued a Request for Qualifications (RFQ) to select, via the two (2) step process, a Construction Manager-at-Risk (“CMAR”) firm for the Riverside Middle School Renovations with the following schedule of events:

First Advertisement	November 7, 2023
Second Advertisement	November 14, 2023
Pre-Proposal Conference	November 14, 2023
Deadline for Questions	November 17, 2023
Deadline to Receive Qualifications	November 28, 2023
Issue Step 2 to Short List (Schedule Interviews)	December 7, 2023
Receive Step 2	December 18, 2023
Interview Firms on Short List; Rank Submissions	December 21, 2023
Board Approval of CMAR Firm	January 30, 2024

The District received four (4) Statements of Qualifications from the following Firms:

1. Cadence McShane/Morales JV*
2. Sedalco/Post L JV*
3. SFP2 JV*
4. Waltz/Ramsey JV*

Step I – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. The top three (3) firms were selected to move on to the Step II process:

1. Cadence McShane/Morales JV*
2. Sedalco/Post L JV*
3. SFP2 JV*

Step II – The second step consisted of a Request for Competitive Sealed Proposal (“CSP”) process where all firms from Step I were invited to an interview and requested to provide a base fee, general conditions, and pre-construction fee proposal (“Proposals”). All four (4) of the invited firms

submitted a response to Step II. As a result of the interview and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District and ranked as follows:

1. Cadence McShane/Morales JV*
2. Sedalco/Post L JV*
3. SFP2 JV*

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Negotiate and Enter into a Contract with a Construction Manager at Risk for Pre-Construction Services for Riverside Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021 661-81-6629-056

COST:

Not-to-Exceed - \$36,000

VENDOR(S)/PROVIDER(S):

To Be Determined

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-034

Number of Bid/Proposals Received: 4

Number of Compliant Bid/Proposals Received: 4

Joint Venture Firms: 4

HUB Firms: 4

**Denotes a HUB Firm*

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

Capital Improvement Department
Riverside Middle School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected construction manager at risk 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 §2269.251, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent District Operations

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A JOB ORDER CONTRACT WITH A GENERAL CONTRACTOR FOR CONSTRUCTION SERVICES FOR AMON CARTER RIVERSIDE HIGH SCHOOL IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Amon Carter-Riverside High School has a bandstand that needs to be refreshed due to aging. To update this bandstand and improve the look so that this structure can be utilized and revitalize the campus as well. It is necessary the bandstand has the following work to be completed: tile roof, woodwork and exterior painting and cleaning. A Job Order Contract (JOC) contract will be utilized to perform this work. This will be funded through the 2017 Bond funds.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Job Order Contract with a General Contractor for Construction Services for Amon Carter-Riverside High School in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Job Order Contract with a General Contractor for Construction Services for Amon Carter-Riverside High School in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Enter into a Job Order Contract with a General Contractor for Construction Services for Amon Carter-Riverside High School in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE: Additional Details

CIP 2017 671-81-6629-001

COST:

Not-to-Exceed - \$90,000

VENDOR(S)/PROVIDER(S):

Reeder General Contractors

PURCHASING MECHANISM:

Cooperative Agreement

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

Capital Improvement Department
Amon Carter Riverside Middle 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

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE CLOSEOUT OF THE CONTRACT FOR CONSTRUCTION SERVICES AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On October 8, 2019, the Board of Education (BOE) approved the authorization to enter a contract with a Construction Manager-at-Risk, for pre-construction services for Paschal High School. On December 10, 2019, the Board of Education approved the authorization of the Guaranteed Maximum Price that included renovations to life cycle items, restrooms, common areas, media center, art classrooms, science classrooms, general classrooms, and repurposed space for Career and Technical Education, or CTE. A secure entry was also be provided. On August 22, 2023, the Board of Education approved Change Order No. 1 to replace the existing windows in Areas A, B and D. On April 25, 2023, the Board of Education approved the partial closeout of the contract for construction services and authorized the partial release of retainage in conjunction with the 2017 Capital Improvement Program (CIP).

Original Contract with Guaranteed Maximum Price:	\$30,735,550.00	Original Substantial Completion Date:	August 10, 2022
Change Order No. 1:	\$865,544.26	Increase of 254 days	April 21, 2023
Final Change Order No. 2:	(\$1,026,341.52)	Increase of 130 days	
Final Contract Amount:	\$30,574,752.74	Final Substantial Completion Date:	September 1, 2023
Previously Paid:	(\$29,059,544.34)		
Partial Release of Retainage	(\$1,251,784.07)		
Final Payment Due	\$263,424.33	:	

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout of the Contract for Construction Services and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
2. Decline to Approve Closeout of the Contract for Construction Services and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout of the Contract for Construction Services and Authorize Final Payment in Conjunction with the 2017 Capital Improvement Program

FUNDING SOURCE:

Additional Details:

CIP 2017

671-00-2116-000

COST:

\$263,424.33

VENDOR(S)/PROVIDER(S):

SEDALCO - SMR JV

PURCHASING MECHANISM:

Not a Purchase

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

Capital Improvement Department
Paschal High School

RATIONALE:

SEDALCO - SMR JV has completed all work for the renovations as required per the terms of their Contract for the renovations at Paschal High School. The work has been inspected by Hahnfeld Hoffer and Stanford Architects and the project has been accepted by the CIP Department. A financial reconciliation of the amount paid to date has been performed by the CIP department. Approval of this item will allow CIP to pay the remaining retainage amount.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

**CONSENT AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: **APPROVE CLOSEOUT OF THE CONTRACT FOR CONSTRUCTION SERVICES AND AUTHORIZE FINAL PAYMENT IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM**

BACKGROUND:

On September 26, 2023, the Board of Education (BOE) approved the ratification of a job order contract for Construction Services for emergency repairs at Morningside Middle School. The hailstorm in March 2023 significantly damaged the single-ply roof at Morningside Middle School over numerous areas. The damage caused water leaks across the building including the competition gym hardwood floor.

Original Contract with Guaranteed Maximum Price:	\$1,421,626.98	Original Substantial Completion Date:	August 11, 2023
Final Deductive Change Order No. 1:	(\$212,757.82)	Decrease of 3 Days	
Final Contract Amount:	\$1,208,869.16	Final Substantial Completion Date:	August 8, 2023
Previously Paid:	(\$1,148,425.79)		
Final Payment Due:	\$60,443.37		

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Closeout Contract for Construction Services and Authorize Final Payment in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Closeout Contract for Construction Services and Authorize Final Payment in conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Closeout Contract for Construction Services and Authorize Final Payment in conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE: **Additional Details**

CIP 2021 661-00-2116-000

COST:

\$60,443.37

VENDOR(S)/PROVIDER(S):

SDB Contracting Services

PURCHASING MECHANISM:

Not a Purchase

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

Capital Improvement Department
Morningside Middle School

RATIONALE:

SDB Contracting Services has completed all work as required per the terms of their Contract for emergency repairs at Morningside Middle School. The work has been inspected by Corgan Associates, Inc., and the project was accepted by the Capital Improvement Program Department (CIP) A financial reconciliation of the amount paid to date was performed by the CIP Controls Department.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent, District Operations

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Morningside Middle School Emergency Roof Repair 2751 Mississippi Ave Fort Worth, TX 76104	CONTRACT INFORMATION: Contract For: General Construction Date: 6/14/2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 08/08/2023
OWNER: <i>(Name and address)</i> Fort Worth Independent School District 100 N. University Drive Fort Worth, TX 76017	ARCHITECT: <i>(Name and address)</i> Corgan Associates, Inc. 401 N. Houston Street Dallas, TX 75202	CONTRACTOR: <i>(Name and address)</i> SDB, Inc. 1001 S. Edward Drive Tempe, AZ 85281

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

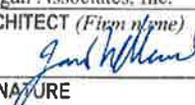
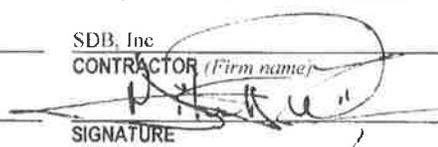
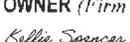
This Change Order returns remaining funds to the owner. The returning funds included in this deductive Change Order are allocated to Phase/GMP1 Owner Contingency (\$129,238.82) and Phase/GMP1 Cost of Work (\$83,519.00).

The original Contract Sum was	\$ 1,421,626.98
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,421,626.98
The Contract Sum will be decreased by this Change Order in the amount of	\$ 212,757.82
The new Contract Sum including this Change Order will be	\$ 1,208,869.16

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Corgan Associates, Inc.</u> ARCHITECT <i>(Firm name)</i>	<u>SDB, Inc</u> CONTRACTOR <i>(Firm name)</i>	<u>Fort Worth Independent School District</u> OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Jason Mellard, AIA Project Manager	Miles Wilson, Senior Project Manager	Kelly Spencer, Deputy Superintendent of District Operations
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
<u>11/14/2023</u> DATE	<u>11/14/2023</u> DATE	<u>11/14/2023</u> DATE

AIA Document G701 – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 17:10:04 ET on 11/14/2023 under Order No.3104238813 which expires on 06/29/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA3D)

**ACTION AGENDA ITEM
BOARD MEETING
January 30, 2024**

TOPIC: APPROVE 2024-2025 TRADITIONAL, INTERSESSIONAL AND EARLY COLLEGE HIGH SCHOOL CALENDARS

BACKGROUND:

Fort Worth ISD calendars are developed with input from various stakeholders including the District Advisory Committee (DAC) and District Employee Relations Council (DERC) on an annual basis. The calendars are designed to meet the instructional needs of Fort Worth ISD students. Districts and charter schools are required to operate for a minimum of 75,600 minutes (including intermissions and recess). Districts are also allowed to add minutes as necessary to compensate for minutes of instruction lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity. (Texas Education Code (TEC), §25.081) The recommended 2024-2025 Traditional, Intersessional (Alice Carlson and Jo Kelly), and Early College High School calendars meet state requirements and include additional minutes to compensate for school closures.

STRATEGIC GOAL:

1 - Increase Student Achievement

ALTERNATIVES:

1. Approve 2024-2025 Traditional, Intersessional and Early College High School Calendars
2. Decline to Approve 2024-2025 Traditional, Intersessional and Early College High School Calendars
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve 2024-2025 Traditional, Intersessional and Early College High School Calendars

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:

All Fort Worth ISD Schools and Departments

RATIONALE:

Approval of the 2024-2025 Traditional School, Intersessional (Alice Carlson and Jo Kelly), and Early College High School calendars will provide key information regarding the 2024-2025 school year to District staff, parents, students, and the Fort Worth ISD community.

INFORMATION SOURCE:

Dr. Karen C. Molinar, Deputy Superintendent, Administrative Services
Charles Garcia, Associate Superintendent, Learning and Leading Service Network #2

FORT WORTH INDEPENDENT SCHOOL DISTRICT

2024-2025 EARLY COLLEGE CALENDAR (DRAFT DO NOT DISTRIBUTE) 1/24/2024

JULY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4 July 4th	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	NEW HIRE FWISD TEACHERS BEGIN 7/29/2024		
0 Student Days 3 New Hire Teacher Days						

AUGUST 2024						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5 PROF LRN	6 PROF LRN	7 TCHR PREP	8 PROF LRN	9 TCHR PLAN	10
11	12 TCHR PREP	13 START FIRST DAY	14	15	16	17
18	19 TCC START	20	21	22	23	24
25	26	27	28	29	30	31
14 Student Days 20 Teacher Days						

SEPTEMBER 2024						
SU	M	TU	W	TH	F	SA
1	2 Labor Day	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 END 1 ST SIX WEEKS	21
22	23	24	25	26	27 Report Cards	28
29	30	Hispanic Heritage Month September 15 - October 15				
20 Student Days 20 Teacher Days						

OCTOBER 2024						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 Indigenous People Day	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
23 Student Days 23 Teacher Days						

NOVEMBER 2024						
SU	M	TU	W	TH	F	SA
Native American Heritage Month					1 END 2 ND SIX WEEKS	2
3	4	5 Election Day	6	7	8 Report Cards	9
10	11 Veterans Day	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving	29	30
16 Student Days 16 Teacher Days						

DECEMBER 2024						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
STAAR Testing English I and II • Algebra I • Biology • U.S. History						
8	9	10	11 TCC End	12	13	14
15	16 END SEMESTER	17 TCHR PREP	18 TCHR PLAN	19 TCHR PLAN	20	21
22	23	24	25 Christmas	26	27	28
WINTER BREAK						
29	30	31				
11 Student Days 14 Teacher Days						

JANUARY 2025						
SU	M	TU	W	TH	F	SA
			1 New Years	2	3	4
WINTER BREAK						
5	6 TCHR PLAN	7 START SEMESTER	8	9	10	11
12	13	14	15 Report Cards	16	17	18
19	20 MLK	21 TCC Start	22	23	24	25
26	27	28	29	30	31	
18 Student Days 19 Teacher Days						

FEBRUARY 2025						
SU	M	TU	W	TH	F	SA
African American History Month						1
2	3	4	5	6	7	8
9	10	11	12	13	14 END 4 TH SIX WEEKS	15
16	17 TELPAS START Presidents Day	18	19	20	21 Report Cards	22
23	24	25	26	27	28	March 1
20 Student Days 20 Teacher Days						

MARCH 2025						
SU	M	TU	W	TH	F	SA
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16 Spring Break TCC	17 STAAR AII START	18	19	20	21	22
SPRING BREAK						
23	24 Chavez Huerta Day	25	26	27	28	29
						TELAPS END
30	31	Women's History Month				
16 Student Days 16 Teacher Days						

APRIL 2025						
SU	M	TU	W	TH	F	SA
		1	2	3	4 END 5 TH SIX WEEKS	5
6	7	8	9	10	11 Report Cards	12
13	14	15	16	17	18 STAAR AII END Good Friday	19
20 Easter	21	22	23	24	25	26
STAAR Testing - Algebra I Grades 3-8 Mathematics						
27	28	29	30	Arab American Heritage Month		
22 Student Days 22 Teacher Days						

MAY 2025						
SU	M	TU	W	TH	F	SA
Asian American and Pacific Islander Heritage Month Jewish American Heritage Month				1	2	3
4	5	6	7	8	9	10
11	12	13	14 TCC End	15	16	17
18	19	20	21	22 END LAST DAY	23 TCHR PREP	24
25	26 Memorial Day	27	28	29	30	31
16 Student Days 17 Teacher Days						

JUNE 2025						
SU	M	TU	W	TH	F	SA
1	2	3	4 Report Cards	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19 June 19 th	20	21
STAAR Testing - English I and II Algebra I • Biology • U.S. History						
22	23	24	25	26	27	28
29	30					
20 Work Days						

JULY 2025						
SU	M	TU	W	TH	F	SA
		1	2	3	4 July 4th	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
22 Work Days						

AUGUST 2025						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
21 Work Days						

- DISTRICT HOLIDAY (SCHOOLS CLOSED)
- STAFF DAY (NO STUDENTS)
- SEMESTER MILESTONE
- STATE TESTING

SCHOOL HOURS:
8:00 am - 3:30 pm Early College High School

176 STUDENT DAYS x 450 Minutes = 79,200 Minutes
187 TEACHER DAYS

TEACHER PLANNING DAYS: Aug 9, Dec 18 - 19, Jan 6
TEACHER PREP DAYS: Aug 7, 12, Dec 17, May 23
PROFESSIONAL LEARNING DAYS: Aug 5, 6, 8

DATES SUBJECT TO CHANGE
Board Approval Pending

STAAR Testing [Texas Education Agency](https://www.tea.texas.gov/assessment/STAAR)
Student Assessment Testing Calendar posted April 27, 2023.



Districts and charter schools are required to operate for a minimum of **75,600 minutes** (including in-classroom and recess). Districts are also allowed to add minutes as necessary to compensate for minutes of instruction lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity. Texas Education Code (TEC), §25.081

FORT WORTH INDEPENDENT SCHOOL DISTRICT

2024-2025 INTERSESSIONAL CALENDAR (DRAFT DO NOT DISTRIBUTE) 1/24/2024

JULY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4 July 4th	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	NEW HIRE FWISD TEACHERS BEGIN 7/29/2024		
0 Student Days 3 New Hire Teacher Days						

AUGUST 2024						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5 PROF LRN	6 PROF LRN	7 TCHR PREP	8 PROF LRN	9 TCHR PLAN	10
11	12 TCHR PREP	13 START FIRST DAY	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30 TCHR PLAN	31
13 Student Days 20 Teacher Days						

SEPTEMBER 2024						
SU	M	TU	W	TH	F	SA
1	2 Labor Day	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	Hispanic Heritage Month September 15 - October 15				
20 Student Days 20 Teacher Days						

OCTOBER 2024						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 TCHR PLAN Indigenous People Day	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
17 Student Days 18 Teacher Days						

NOVEMBER 2024						
SU	M	TU	W	TH	F	SA
Native American Heritage Month					1	2
3	4	5 PROF LRN Election Day	6	7	8	9
10	11 Veterans Day	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving	29	30
15 Student Days 16 Teacher Days						

DECEMBER 2024						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
STAAR Testing English I and II • Algebra I • Biology • U.S. History						
8	9	10	11	12	13	14
15	16	17	18	19	20 TCHR PREP	21
22	23	24	25 Christmas	26	27	28
WINTER BREAK						
29	30	31				
14 Student Days 15 Teacher Days						

JANUARY 2025						
SU	M	TU	W	TH	F	SA
			1 New Years	2	3	4
WINTER BREAK						
5	6 TCHR PLAN	7	8	9	10	11
12	13	14	15	16	17	18
19	20 MLK	21	22	23	24	25
26	27	28	29	30	31	
18 Student Days 19 Teacher Days						

FEBRUARY 2025						
SU	M	TU	W	TH	F	SA
African American History Month						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 TCHR PLAN TLPAS START Presidents Day	18	19	20	21	22
23	24	25	26	27	28	March 1
19 Student Days 20 Teacher Days						

MARCH 2025						
SU	M	TU	W	TH	F	SA
2	3	4	5	6	7	8
9	10	11	12	13	14	15
INTERSESSION						
16 Spring Break TCC	17 STAAR AII START	18	19	20	21	22
SPRING BREAK						
23	24 PROF LRN Chavez Huerta Day	25	26	27	28	29
TELAPS END						
30	31	Women's History Month				
10 Student Days 11 Teacher Days						

APRIL 2025						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
STAAR Testing - English I and II Grades 3-8 Reading Language Arts						
13	14	15	16	17	18	19
STAAR Testing - Biology and U.S. History Grades 5 and 8 Science & Grade 8 Social Studies						
20	21	22	23	24	25	26
STAAR Testing - Algebra I Grades 3-8 Mathematics						
27	28	29	30	Arab American Heritage Month		
21 Student Days 21 Teacher Days						

MAY 2025						
SU	M	TU	W	TH	F	SA
Asian American and Pacific Islander Heritage Month				1	2	3
Jewish American Heritage Month				4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
25	26 Memorial Day	27	28	29	30	31
21 Student Days 21 Teacher Days						

JUNE 2025						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
END LAST DAY						
8	9 TCHR PREP	10	11	12	13	14
15	16	17	18	19 Juneteenth	20	21
STAAR Testing - English I and II Algebra I • Biology • U.S. History						
22	23	24	25	26	27	28
29	30					
5 Student Days 6 Teacher Days						

JULY 2025						
SU	M	TU	W	TH	F	SA
		1	2	3	4 July 4th	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
22 Work Days						

AUGUST 2025						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
21 Work Days						

- DISTRICT HOLIDAY (SCHOOLS CLOSED)
 - STAFF DAY (NO STUDENTS)
 - SEMESTER MILESTONE
 - STATE TESTING
- SCHOOL HOURS:**
 7:50 am - 3:20 pm Alice Carlson
 7:50 am - 3:20 pm Jo Kelly

173 STUDENT DAYS x 450 Minutes = 77,850 Minutes
 187 TEACHER DAYS

TEACHER PLANNING DAYS: Aug 9, 30, Oct 14, Jan 6, Feb 17
 TEACHER PREP DAYS: Aug 7, 12, Dec 20, June 9
 PROFESSIONAL LEARNING DAYS: Aug 5, 6, 8, Nov 5, Mar 24

DATES SUBJECT TO CHANGE
 Board Approval Pending

STAAR Testing [Texas Education Agency](https://www.tea.state.tx.us/)
 Student Assessment Testing Calendar posted April 27, 2023.



Districts and charter schools are required to operate for a minimum of **75,600 minutes** (including intermissions and recess). Districts are also allowed to add minutes as necessary to compensate for minutes of instruction lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity. Texas Education Code (TEC), §25.081

FORT WORTH INDEPENDENT SCHOOL DISTRICT

2024-2025 TRADITIONAL CALENDAR (DRAFT DO NOT DISTRIBUTE) 1/24/2024

JULY 2024						
SU	M	TU	W	TH	F	SA
	1	2	3	4 July 4th	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	NEW HIRE FWISD TEACHERS BEGIN 7/29/2024		
0 Student Days 3 New Hire Teacher Days						

AUGUST 2024						
SU	M	TU	W	TH	F	SA
				1	2	3
4	5 PROF LRN	6 PROF LRN	7 TCHR PREP	8 PROF LRN	9 TCHR PLAN	10
11	12 TCHR PREP	13 START FIRST DAY	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30 TCHR PLAN	31
13 Student Days 20 Teacher Days						

SEPTEMBER 2024						
SU	M	TU	W	TH	F	SA
1	2 Labor Day	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 END 1 ST SIX WEEKS	21
22	23	24	25	26	27 Report Cards	28
29	30	Hispanic Heritage Month September 15 - October 15				
20 Student Days 20 Teacher Days						

OCTOBER 2024						
SU	M	TU	W	TH	F	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14 TCHR PLAN Indigenous People Day	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
22 Student Days 23 Teacher Days						

NOVEMBER 2024						
SU	M	TU	W	TH	F	SA
Native American Heritage Month					1 END 2 ND SIX WEEKS	2
3	4	5 PROF LRN Election Day	6	7	8 Report Cards	9
10	11 Veterans Day	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving	29	30
15 Student Days 16 Teacher Days						

DECEMBER 2024						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
STAAR Testing English I and II • Algebra I • Biology • U.S. History						
8	9	10	11	12	13	14
15	16	17	18	19 END SEMESTER	20 TCHR PREP	21
22	23	24	25 Christmas	26	27	28
WINTER BREAK						
29	30	31				
14 Student Days 15 Teacher Days						

JANUARY 2025						
SU	M	TU	W	TH	F	SA
			1 New Years	2	3	4
WINTER BREAK						
5	6 TCHR PLAN	7 START SEMESTER	8	9	10	11
12	13	14	15 Report Cards	16	17	18
19	20 MLK	21	22	23	24	25
26	27	28	29	30	31	
18 Student Days 19 Teacher Days						

FEBRUARY 2025						
SU	M	TU	W	TH	F	SA
African American History Month						1
2	3	4	5	6	7	8
9	10	11	12	13	14 END 4 TH SIX WEEKS	15
16	17 TCHR PLAN TELPAS START Presidents Day	18	19	20	21 Report Cards	22
23	24	25	26	27	28	March 1
19 Student Days 20 Teacher Days						

MARCH 2025						
SU	M	TU	W	TH	F	SA
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16 Spring Break TCC	17 STAAR AII START	18	19	20	21	22
SPRING BREAK						
23	24 PROF LRN Chavez Huerta Day	25	26	27	28 TELPAS END	29
30	31	Women's History Month				
15 Student Days 16 Teacher Days						

APRIL 2025						
SU	M	TU	W	TH	F	SA
		1	2	3	4 END 5 TH SIX WEEKS	5
6	7	8	9	10	11 Report Cards	12
13	14	15 STAAR Testing - English I and II Grades 3-8 Reading Language Arts	16	17 STAAR Testing - Biology and U.S. History Grades 5 and 8 Science & Grade 8 Social Studies	18 STAAR AII END Good Friday	19
20 Easter	21	22	23 STAAR Testing - Algebra I Grades 3-8 Mathematics	24	25	26
27	28	29	30	Arab American Heritage Month		
21 Student Days 21 Teacher Days						

MAY 2025						
SU	M	TU	W	TH	F	SA
Asian American and Pacific Islander Heritage Month				1	2	3
Jewish American Heritage Month				4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31	1 END LAST DAY	2 TCHR PREP	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 Memorial Day	27	28	29	30	31
16 Student Days 17 Teacher Days						

JUNE 2025						
SU	M	TU	W	TH	F	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19 June 19th	20	21
STAAR Testing - English I and II Algebra I • Biology • U.S. History						
22	23	24	25	26	27	28
29	30					
20 Work Days						

JULY 2025						
SU	M	TU	W	TH	F	SA
		1	2	3	4 July 4th	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
22 Work Days						

AUGUST 2025						
SU	M	TU	W	TH	F	SA
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
21 Work Days						

- DISTRICT HOLIDAY (SCHOOLS CLOSED)
- STAFF DAY (NO STUDENTS)
- SEMESTER MILESTONE
- STATE TESTING

SCHOOL HOURS:
 7:50 am - 3:20 pm Pre-Kindergarten (NEW)
 7:50 am - 3:20 pm Elementary School
 9:00 am - 4:30 pm Middle School
 8:15 am - 3:45 pm High School

173 STUDENT DAYS x 450 Minutes = 77,850 Minutes
 187 TEACHER DAYS

TEACHER PLANNING DAYS: Aug 9, 30, Oct 14, Jan 6, Feb 17
 TEACHER PREP DAYS: Aug 7, 12, Dec 20, May 23
 PROFESSIONAL LEARNING DAYS: Aug 5, 6, 8, Nov 5, Mar 24

DATES SUBJECT TO CHANGE
 Board Approval Pending

STAAR Testing [Texas Education Agency](https://www.tea.texas.gov/assessment/taas)
 Student Assessment Testing Calendar posted April 27, 2023.



Districts and charter schools are required to operate for a minimum of **75,600 minutes** (including intermissions and recess). Districts are also allowed to add minutes as necessary to compensate for minutes of instruction lost due to school closures caused by disaster, flood, extreme weather conditions, fuel curtailment, or another calamity. Texas Education Code (TEC), §25.081

ACTION AGENDA ITEM
BOARD MEETING
January 30, 2024

TOPIC: **APPROVE RESOLUTION TO APPROVE WAGE CONTINUATION PAYMENTS FOR EMPLOYEES DURING EMERGENCY CLOSURES**

BACKGROUND:

The Fort Worth Independent School District closed on January 16, 2024, due to inclement weather conditions for the safety of District students and staff. Additionally, the Polytechnic High School Campus remained closed for an additional day on January 17, 2024 for emergency repairs related to the previous inclement weather day. Finally, a gas leak necessitated the emergency closing of Alice Carlson Elementary School on January 19, 2024.

During emergency closures, most District employees are instructed not to report for work. Employees who are instructed not to report to work may suffer a loss of pay if the District is closed. Section 45.105 of the Texas Education Code allows the Board to expend District funds for the purposes necessary in the conduct of the public schools as determined by the Board. Continuing wage payments to all eligible District employees who would otherwise suffer a loss in pay due to an emergency closure serves the public purpose of maintaining morale, reducing turnover, and ensuring the continuity of District staffing when schools reopen. Payment, at a premium, of nonexempt employees who are called on to work during an emergency closure serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services and recognizing the services of essential staff.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures
2. Decline to Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution to Approve Wage Continuation Payments for Employees During Emergency Closures

FUNDING SOURCE: **Additional Details:**

Various Funds

Various Funds

COST:

\$3,488,408

VENDOR:

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

District-Wide

RATIONALE:

Continuing wage payments to all eligible District employees serves the public purpose of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen. Payment, at a premium, of nonexempt employees who were called on to work during the emergency closing serves the public purpose of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff.

INFORMATION SOURCE:

Dr. Karen Molinar, Deputy Superintendent, Administrative Services

**RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES PURSUANT TO BOARD POLICY DEA (LOCAL)**

WHEREAS, the Board is authorized by Texas Education Code section 45.105 to expend funds of the Fort Worth Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work;

WHEREAS, the Board finds that a need exists to address wage payments for employees who are idled due to inclement weather;

WHEREAS, the Board determines that employees who are instructed not to report to work may suffer a loss of pay if the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all eligible District employees designated nonexempt full-time employees in the District Municipal Uniform Information System (“MUNIS”), who suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen;

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing, the Board further concludes that payment of these employees at a premium rate, as provided in this resolution, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide emergency-related services, and recognizing the services of essential staff; and

WHEREAS, the Board acknowledges that the Superintendent of Schools can define and declare emergency closings related, but not limited to, disaster, flood, extreme weather conditions, fuel curtailments or other calamities and that the Superintendent has in fact declared such for January 16, 2024; and

WHEREAS, full-time nonexempt employees of Polytechnic High School were idled for an additional day of emergency closure on January 17, 2024; and

WHEREAS, full time-nonexempt employees of Alice Carlson Elementary School were idled on January 19, 2024 due to a gas leak making the building inhabitable.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Fort Worth Independent School District authorizes continued wage payments to eligible District employees designated nonexempt full-time employees in the District Municipal Uniform Information System (“MUNIS”) for January 16, 2024, an additional day of wage continuation payment to the eligible District employees designated as nonexempt full-time employees at Polytechnic High School on January 17, 2024 and an additional day of wage continuation payment to the eligible District employees designated as non-exempt full-time employees at Alice Carlson Elementary School on January 19, 2024.

BE IT FURTHER RESOLVED that nonexempt employees who are required to work during an emergency closing shall be paid at the premium rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

The authority granted by this resolution to continue wage payments to idled employees is effective for any emergency closure declared³⁴² by the Superintendent of Schools within the next 60 days unless the Board acts to extend authorization and payment beyond the 60- day time period.

**RESOLUTION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES PURSUANT TO BOARD POLICY DEA (LOCAL)**

Adopted this 30th day of January, 2024

Dr. Camille Rodriguez
Board Chairperson

Mr. Anael Luebanos
Board Secretary

**ACTION AGENDA ITEM
BOARD MEETING
January 30, 2024**

**TOPIC: **APPROVE GROUNDS MAINTENANCE SERVICES FOR ATHLETIC
FIELDS AND AT ATHLETIC FACILITIES****

BACKGROUND:

The District sought competitive solicitation for grounds maintenance at 14 high schools, Goldstein Baseball Field, Clark Field, North Side Auxiliary Field, and Scarborough Handley Field. Services include mowing, edging/trimming, and applications of fertilizer, herbicide, fungicide, and insecticide will also be expanded to support dirt maintenance. Also, pro play class infield mix, red infield conditioner, till, grade clay surface, and rolling as needed. The fields will be striped and the dirt will be maintained as needed. The RFP cost came in at \$893,016.84, but District Operations is requesting board approval for \$1,172,754. This cost includes maintenance for athletics grounds and additional field services as needed. The contract begins on February 1, 2024, and runs through January 31, 2025, with three (3) one-year options.

STRATEGIC GOAL:

2 - Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities
2. Decline to Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities
3. Remand to Staff for Further Study

SUPERINTENDENT’S RECOMMENDATION:

Approve Grounds Maintenance Services for Athletic Fields and at Athletic Facilities

FUNDING SOURCE: *Additional Details*

General Fund 199-51-6299-451

COST:

Not-to-Exceed - \$1,172,754

VENDOR(S)/PROVIDER(S):

Sports Field Solutions

PURCHASING MECHANISM:

Competitive Solicitation

Bid/Proposal Statistics

Bid Number: 24-037

Number of Bid/Proposals received: 2

HUB Firms: 0*

Compliant Bids: 2

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
Benbrook Middle/ High School
Diamond Hill-Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
O.D. Wyatt High School
Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Trimble Tech High School
Western Hills High School
Billingsley Field House
Clark Stadium
Clark (Commons)
Farrington Field
Northside Auxiliary Field

RATIONALE:

Services for these fields include mowing, edging/ string trimming, and applications of fertilizer, herbicide, fungicide, insecticide, pest management, aeration, and over-seeding. Field striping of fields and dirt maintenance for baseball and softball fields will be as needed. Engaging these services will ensure fields and grounds are in the best possible condition for student-athletes.

INFORMATION SOURCE:

Kellie J. Spencer, Deputy Superintendent, Operations