Fort Worth
INDEPENDENT SCHOOL DISTRICT

Regular Meeting

Notice is hereby given that on Tuesday, July 22, 2025, the Board of Education of the Fort Worth Independent School District will hold a Regular Meeting beginning at 5:30 PM at the Fort Worth Independent School District Service Center 7060 Camp Bowie Boulevard**. This meeting will be streamed and archived on** Fort Worth ISD's Live YouTube channel**, and on the** FWISD Video on Demand **site found on the bottom of 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 meeting 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 meeting and may sign-up at the 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 meeting. Written statements will be shared with the Board of Trustees prior to the meeting and will not be read aloud during the meeting.**

Those who need a sign language interpreter, please call 817-814-1920 by 12 PM Monday, July 21, 2025.

FORT WORTH INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING

Page

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

2. PLEDGES, VISION, AND MISSION

3. PUBLIC COMMENT

4. REPORTS

A. Public Notice of Federal Grant Applications Submitted between April 1, 2025, through June 30, 2025. 15

2025 July Board Report.pdf

B. Board Committee Report 16 - 19

Board Committee Report - July 2025.docx

5. SUPERINTENDENT REPORT

Legislative and Strategic Priority Updates

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

7. EXECUTIVE SESSION

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

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

Discussion with Legal Counsel Concerning the Purchase, Exchange, Lease, or Value of Real Property – Farrington Field. (551.071 & 552.072)

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. Discussion Related to Hiring for Two Executive Directors of School Leadership
2. Discussion Related to Hiring of Executive Director of Strategic Communications

C. Real Property (Texas Government Code §551.072)

8. CONSENT AGENDA ITEMS

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

Administrative Services, Dr. Karen Molinar, Superintendent

A. Board of Education Meeting Minutes — 20 - 40

June 10, 2025 Special Meeting Minutes.pdf

June 24, 2025 Regular Meeting Minutes.pdf

B. Authorization to Negotiate and Enter into Contracts with Behavioral Health Providers — 41 - 43

Behavioral Health Providers.pdf

Trustee Anne Darr: Are mental and behavioral health services available for students and families throughout the summer, or are they available only during the school year?

Response: Services are offered throughout the summer.

Legal and District Records Management, Sidney Pounds, Assistant General Counsel

C. Approve Second Reading - Revision to Board Policies CAA (Local), CDA (Local), CY (Local), DH (Local), EHB (Local), EHBB (Local), FFG (Local), GKA (Local) — 44 - 72

Second Reading - CAA, CDA, CY, DH, EHB, EHBB, FFG,GKA local.pdf

D. Approve First Reading - Revisions to Board Policy DB (Local) — 73 - 75

First Reading of DB(LOCAL).pdf

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

E. Approve the Purchase of Charter Bus Services — 76 - 77

Charter Bus Services.pdf

F. Approve First Reading – Revisions to Board Policies CH (LOCAL) and CV (LOCAL) — 78 - 86

First Reading CH and CV Local.pdf

Talent Management, Woodrow Bailey III, Chief Talent Officer

G. Approve Purchase of Online Assessment Platform to Measure Student Growth In World Language Classrooms — 87 - 90

Online Assessment Platform.pdf

Transformation, Innovation and Accountability, Nancy Sticksel, Associate Superintendent

H.	Approve the Contract for the Qualtrics XM (Experience Management) Platform License Qualtrics XM Platform License.docx	91 - 92
I.	Approve Purchase of Literacy Resources for Leadership Academy Network for the 2025-2026 School Year Literacy Resources for LAN.pdf	93 - 108
J.	Approve Purchase of High Impact Literacy Tutoring Program for Leadership Academy Network for the 2025-2026 School Year High Impact Literacy Tutoring.pdf	109 - 111

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent

K.	Approve Optional Flexible School Day Application for the 2025-2026 School Year Optional Flexible School Day Program.pdf	112 - 126
L.	Approve 2026 Advanced Placement Exam Fee Advanced Placement Exam Fee.pdf	127 - 129
M.	Approve Ratification for Translation and Interpretation Services for District Wide Usage Translation Interpretation Services.pdf	130 - 134
N.	Approve the Memorandum of Understanding Between Fort Worth Independent School District and Safe Haven for the Term of One Year, Ending with the 2025-2026 School Year MOU Safe Haven.pdf	135 - 141
O.	Approve 2025-2026 ACT Exam Fee ACT Exam.pdf	142 - 145
P.	Approve the Memorandum of Agreement Between Fort Worth Independent School District and ACH Child and Family Services for the 2025-2026 School Year	146 - 152

ACH Child and Family Services MOU.pdf

Q. Approve Contract Renewal for Professional Consulting Services to Support Instructional Excellence and Leadership — 153 - 157
Contract Prof Consulting Services.pdf

R. Approve Agreement for ONRAMPS for the 2025-2026 School Year — 158 - 161
OnRamps.pdf

S. Approve Purchase of School Supplies for the 3-Year-Old and Pre-Kindergarten Students for the 2025-2026 School Year — 162 - 164
Pre-K Supplies.pdf

T. Approve Purchase of Rest Mats for the 3-Year-Old and Pre-Kindergarten Students for the 2025-2026 School Year — 165 - 167
Pre-K Rest Mats.pdf

U. Approve Purchase of Industry-Based Certification Materials — 168 - 171
CTE - Certification Materials.pdf

V. Approve Contract for Professional Learning Support and Coaching of Bluebonnet Learning for Grades 6 through Algebra 1 Mathematics — 172 - 177
Professional Learning & Coaching.pdf

W. Approve Purchase of CTE Interim Assessments — 178 - 182
CTE Interim Assessments.pdf

X. Approve the Renewal for the Purchase of the Curriculum Support Services Package TEKS Resources Subscription Through Education Service Center Region 11 for the 2025-2026 School Year — 183 - 185
Curriculum Support Services.pdf

Trustee Anne Darr: How are the TEKS Resources being incorporated into FWISD curriculum, professional development, and daily classroom instruction?

Response: FWISD primarily uses High-Quality Instructional Materials (HQIM) for daily classroom instruction. The TEKS Resource System (also known as TCMPC) serves as a supplemental planning tool to support strong, TEKS-aligned instruction. It helps guide curriculum

development and instructional planning by showing how standards build across grade levels.
Teachers and instructional leaders use the TEKS Resource System to:

- Better understand the TEKS and how they connect across grades,
- Support lesson planning and professional development, and
- Supplement instruction with tools like pacing guides, unit outlines, and sample assessments.

This ensures that FWISD classrooms stay aligned with state standards while meeting the needs of all learners.

Y. Approve No Cost MOU with MHMR-TYRC 186 - 192

MHMR.pdf

Z. Approve Purchase of Cybersecurity Curriculum 193 - 195

Cybersecurity.pdf

AA. Approve Renewal of Online Reference Databases and Streaming Media 196 - 199

Online Reference Databases.pdf

Trustee Anne Darr: How are these online reference databases and streaming media being incorporated into FWISD curriculum, professional development, and daily classroom instruction?

Response: Infobase is FWISD's districtwide digital library platform. It gives students and teachers access to high-quality reference materials, educational videos, and streaming media that support lessons aligned to Texas standards (TEKS).
Teachers use Infobase to:

- Build students' background knowledge and support classroom research,
- Reinforce key skills like academic writing and critical thinking, and
- Access ready-to-use resources that align with STAAR-tested content.

Infobase also offers professional learning tools that help teachers grow in using digital content effectively.

AB. Approve Payment of Collegiate Testing Fees for Students 200 - 233

Collegiate Testing.pdf

AC. Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources 234 - 269

Dual Credit.pdf

AD.	Approve Purchase of Certification Preparation Materials, Practice Tests, and Exam Licenses CTE Certification.pdf	270 - 330
AE.	Approve the Ratification of Updated License Agreement for the 2025 Graduation Ceremonies Graduation.pdf	331 - 333
AF.	Approve Purchase of CTE Data Collection Repository CTE - Data Collection.pdf	334 - 337
AG.	Approve The Agreement Between the AVID Center and Fort Worth Independent School District for the 2025-2026 School Year AVID Agreement.pdf	338 - 344
AH.	Approve Collegiate Assessment Curriculum TCB Collegiate Assessment.pdf	345 - 355
AI.	Approve Rental Trucks for High School Marching Bands Rental Trucks - HS Band.pdf	356 - 360
AJ.	Approve 2025 Texas Success Initiative Assessment 2.0 Testing Units TSIA2.pdf	361 - 367
AK.	Approve Purchase of Mariachi Trajes (Uniforms) Mariachi Traje Uniforms.pdf	368 - 369

Operations, Kellie Spencer, Deputy Superintendent

Capital Improvement Program, Carl Alfred, Senior Officer

AL.	Approve Authorization to Enter into a Contract for Asbestos Abatement Services for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program Wedgwood Abatement.pdf	370 - 371

Child Nutrition, Pamela Watson, Executive Director

AM.	Approve Refrigeration Equipment	372 - 373

Refrigerant Equipment.pdf

Custodial, Steven Furlough, Executive Director

AN. Approve Rental of Custodial Supplies — 374 - 375
Custodial Supplies.pdf

Facility Planning and Rental, Mike Naughton, Executive Director

AO. Approve Agreement with the University United Methodist Church for Parking for Paschal High School — 376 - 383
Parking Lease Agreement.pdf

Maintenance and Operations, David Guerra, Executive Director

AP. Approve Contracted Services for Testing and Repairs to District Facility Backflow Preventers — 384 - 388
Testing & Repairs Backflow Preventers.pdf

Technology, Neil Bolton, Senior Officer, IT Security

AQ. Approve Annual Purchase of Support and Maintenance for Network Load Balancing Equipment — 389 - 391
Network Load Balancing.pdf

AR. Approve Subscription Purchase of Disaster Recovery Managed Services — 392 - 394
Disaster Recovery.pdf

AS. Approve Purchase of Technology Digital Workflow, Ticketing and Asset Management System — 395 - 409
Ticketing & Asset Management.pdf

AT. Approve Purchase of Network Server Storage for Virtual Server Environment — 410 - 412
Network Server Storage.pdf

AU. Approve Purchase of Software Licenses for Secure Printing — 413 - 415
Secure Print.pdf

Transportation, Nathan Graf, Executive Director

AV. Approve to Authorize Superintendent to Negotiate a Memorandum of Understanding with Trinity Metro 416 - 417

MOU Trinity Metro.pdf

9. ACTION AGENDA ITEMS

A. Item(s) Removed from Consent Agenda

B. Consider and Take Action to Approve the Hiring for Executive Director of School Leadership

C. Consider and Take Action to Approve the Hiring for Executive Director of School Leadership

D. Consider and Take Action to Approve the Hiring for Executive Director of Strategic Communications

Administrative Services, Dr. Karen Molinar, Superintendent

E. Approve Selection of Delegate and an Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 13, 2025 418 - 419

TASB Delegate and Alternate.docx

F. Approve 2025-2026 Additional Days School Year Calendar 420 - 422

2025-2026 ADSY Calendar.docx

2025-2026_FWISD_ADSY_Calendar.pdf

Trustee Anne Darr:

- How do the additional days added to the school year calendar on the identified campuses affect teacher contracts?

There is no impact to teacher contracts. In order to meet the 175 instructional days requirement for ADSY, the two conference days (November 11 and February 16) will be regular school days with students. These dates were already designated as workdays for teachers. Teachers that choose to work during the summer will be compensated for the additional days.

- Will the teachers teaching students on these additional days be the same teachers serving students on these campuses during the traditional school year?

ADSY campus teachers will be given priority for additional days positions providing them the opportunity to continue working with their students. The additional days in the summer are optional for teachers.

- How are students selected to participate in the additional school days?

All ADSY campus students are eligible for participation in the additional days. The goal of ADSY is to provide an extended school year for the identified campuses, not summer school. The District will continue to host summer learning programs.

- What is the anticipated cost for the additional school days, and how will this be funded?

The anticipated cost and additional revenue are still being determined at this time. The half-day formula funding for ADA (average daily attendance) generated from ADSY will be used to fund the program. In addition to ADSY half-day funding Districts earn transportation, special education, and bilingual allotment funding. https://tea.texas.gov/academics/learning-support-and-programs/additional-days-school-year/adsy-frequently-asked-questions

- How is ADSY different from summer school?

The goal of ADSY is to provide an extended school year for the identified campuses. All students at ADSY campuses are eligible to attend and their teachers will be given priority if they would like to continue working with students and receive the additional pay. This is different from the summer school program that is designated for eligible students at hub sites with different teachers.

Legal and District Records Management, Sidney Pounds, Assistant General Counsel

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

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

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

J. 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

K. Approve Revisions to Board Policy FD (LOCAL) and FM 423 - 429

(LOCAL) - Waiver of First Reading

FM(LOCAL) _ FD(LOCAL).pdf

L. Approve Revisions to Board Policy FNCE (Local) - Waiver of First Reading — 430 - 433

FNCE (LOCAL).pdf

Trustee Anne Darr: The new law regarding electronic communication devices goes into effect on September 1, 2025. However, this policy will go into effect upon approval of the Board; therefore, if approved, electronic communication devices will be banned beginning the first day of school, correct?

Response: Correct. The new policy will go into effect upon approval by the Board. As a result, if approved at the July 22, 2025, Board Meeting, the policy will be in place prior to the first day of the 2025-2026 school year.

M. Approve Revisions to Board Policy EFB (Local) - Waiver of First Reading — 434 - 442

EFB(LOCAL).pdf

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

N. Approve Budget Amendment Due To Legislative Changes Under House Bill 2 (HB2) — 443 - 447

Budget Amendment.pdf

Transformation, Innovation and Accountability, Nancy Sticksel, Associate Superintendent

O. Approve Measures of Academic Progress (NWEA) Growth for Math, Reading, Science, and MAP Reading Fluency Progress Monitoring for 2025-2026 School Year — 448 - 453

Progress Monitoring.pdf

P. Approve Purchase of Assessment Coordination — 454 - 455

Assessment Coordination.pdf

Learning and Leading Division, Mohammed Choudhury, Deputy Superintendent

Q. Approve the 2025-2026 Student Code of Conduct — 456 - 457

25-26 Student Code of Conduct.pdf

Fort Worth ISD Student Code of Conduct Draft (Link)

Trustee Anne Darr: Where can I find a copy of the 2025-2026 FWISD Student Code of Conduct to review?

Response: This is still being worked on; we were awaiting the release of the TASB Model Student of Conduct template before finalizing. TASB released it today.

R. Approve the Contract for a Reading and Mathematics Digital Resource — 458 - 460

Curriculum Assoicates.pdf

Operations, Kellie Spencer, Deputy Superintendent

S. Approve Electricity Agreement — 461 - 496

Electricity Agreement.pdf

Capital Improvement Program, Carl Alfred, Senior Officer

T. Approve Authorization to Negotiate and Enter into a Contract with Contractor(s) for Turnkey FF&E Services for Daggett Middle School and McClung Middle School in Conjunction with the the 2021 Capital Improvement Program — 497 - 499

FF_E Daggett and McClung MS.pdf

U. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Riverside Middle School in Conjunction with the 2021 Capital Improvement Program — 500 - 501

Riverside MS NTE.pdf

V. Approve Authorization to Enter into Contracts for Job Order Contracting (JOC) Hazmat Abatement Services in Conjunction with the 2021 Capital Improvement Program — 502 - 504

JOC Abatement Services.pdf

W. Approve authorization to enter into contracts for Civil Engineering Services for Traffic Impact Analysis and Traffic Management Plans in conjunction with the 2021 Capital Improvement Program — 505 - 507

Civil Engineering Services.pdf

X. Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) and Test and Balance Services in Conjunction with the 2021 Capital Improvement Program — 508 - 510
HVAC Test Balance Services.pdf

Y. Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Meadowbrook Middle School Renovations in Conjunction with the 2021 Capital Improvement Program — 511 - 513
Meadowbrook MS.pdf

Z. Approve Authorization to Enter into Contracts for Construction Materials Testing Services in Conjunction with the 2021 Capital Improvement Program — 514 - 516
Construction Materials Testing.pdf

AA. Approve Authorization to Enter into Contracts for Environmental and HAZMAT Consultant Services in Conjunction with the 2021 Capital Improvement Program — 517 - 519
Environmental HAZMAT Services.pdf

AB. Approve Authorization to Enter into Contracts for Geotechnical Engineering Services in Conjunction with the 2021 Capital Improvement Program — 520 - 522
Geotechnical Engineering.pdf

Transportation, Nathan Graf, Executive Director

AC. Approve Authorize to Negotiate and Enter into Contract for Alternative Shuttle Services — 523 - 524
Alternative Shuttle Service.pdf

10. ADJOURN

Fort Worth ISD | Grants and Development
7060 Camp Bowie Blvd. Fort Worth, TX 76116
817.814.2282 | www.fwisd.org

Fort Worth INDEPENDENT SCHOOL DISTRICT

July 22, 2025

Public Notice of Federal Grant Applications

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

The following is the list of federal grants submitted from April 1, 2025, through June 30, 2025.

Grant Name	Status	Funder	Amount	Project Start	Project End
2024-2025 Learning Acceleration Supports Opportunities (LASO) Cycle 3 Part B1	Awarded	TEA	$317,000	6/3/2025	9/30/2026
2025-2026 School Action Fund Planning and Implementation Continuation	Submitted	TEA	$500,000	7/1/2025	6/30/2026
2025-2026 Perkins V: Strengthening Career and Technical Education for the 21st Century	Submitted	TEA	$940,129	7/1/2025	8/15/2026
2025-2026 ESSA Consolidated Federal Grant Application	Submitted	TEA	$40,172,731	7/1/2025	9/30/2026
2025-2026 Special Education Consolidated Grant Application (Federal)	Submitted	TEA	$15,709,497	7/1/2025	9/30/2026
Improving Adolescent Health and Well-Being Through School-Based Surveillance and the What Works in Schools Program, Year 2	Submitted	CDC	$360,000	8/1/2025	7/31/2026

REPORT ONLY AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **BOARD COMMITTEE REPORT**

BACKGROUND:

Fort Worth ISD's (FWISD) Trustees serve on eight (8) committees. The members of each committee are:

Finance
Kevin Lynch*
Tobi Jackson
Anael Luebanos
Roxanne Martinez

Legislative
Anne Darr*
Tobi Jackson
Roxanne Martinez
Quinton Phillips

After-School Coordinating Board
Wallace Bridges*
Kevin Lynch
Dr. Camille Rodriguez
Dr. Michael Ryan

Board Audit
Tobi Jackson*
Anael Luebanos
Dr. Michael Ryan
*Quinton Phillips *Alternate*

Policy
Dr. Camille Rodriguez*
Anne Darr
Anael Luebanos
Quinton Phillips

Facilities
Dr. Michael Ryan*
Wallace Bridges
Tobi Jackson
Kevin Lynch

Racial Equity
Quinton Phillips*
Wallace Bridges
Anael Luebanos
Roxanne Martinez

Safety and Security
Roxanne Martinez*
Wallace Bridges
Anne Darr
Quinton Phillips

** 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 PRIORITIES:

1 - Student Academic Excellence
2 – Student and Family Engagement
3 – Employee Effectiveness and Retention
4 – Operational Alignment and Efficiency

Board Facilities Committee:

The Facilities Committee met virtually at 8:00 a.m. on June 25, 2025. In attendance were Trustees Dr. Michael Ryan (Chair), Wallace Bridges, Tobi Jackson, and Kevin Lynch. Also present were Superintendent Dr. Karen Molinar, Kellie Spencer, Mike Naughton, and Vanessa Chavarria.

Key Highlights:

The Facilities Committee reviewed Board Policy CW (Local) regarding the naming of new and existing facilities or portions thereof, such as libraries, auditoriums, etc. Additional discussions included next steps in the master facility planning work, as we move into Phase II with a focus on facility repurposing opportunities. This will begin with a call for interested community members representing various stakeholder groups, ensuring a wide array of perspectives are included as options are considered for viability. Phase II will begin once instruction resumes in fall 2025.

Policy Committee:

The Policy Committee met on Wednesday, July 9, 2025. In attendance were Trustee Rodriguez, Trustee Anne Darr and Trustee Anael Luebanos. Also present were Superintendent, Dr. Karen Molinar, Assistant General Counsel, Sidney Pounds, Chief Financial Officer, Carmen Arrieta-Candelaria, Executive Director of Athletics, Jimmy Calderon, and Board Counsel, Cynthia Rincon.

Key Highlights:

The Committee discussed Senate Bill 401 which relates to UIL Participation by non-enrolled students. The new law requires Districts to allow non-enrolled students to participate in UIL activities unless the Board approves a policy that opts out of that requirement. The Board must take action to opt out before September 1, 2025. The FWISD Executive Director of Athletics presented on this topic and explained to the Committee that the District currently does not allow non-enrolled students to participate. Allowing non-enrolled student participation in FWISD UIL activities would negatively impact the fairness, integrity, and educational purpose of extracurricular programs. Allowing non-enrolled students to participate would create several issues, including unfair competitive advantages, disruptions to team culture, and academic eligibility concerns. Texas High School Coaches Association released a statement that they also recommend Districts opt out of this requirement. The Committee agreed to propose language to adopt a policy to opt out of this requirement at the July 22 Regular Board Meeting and waive the first reading to ensure the policy is in place prior to the start of the school year.

The Committee also discussed Senate Bill 1173 which relates to Competitive Procurement. This bill increased the competitive procurement threshold from $50,000 to $100,000. To align with this

change in the law, the Committee discussed recommended policy changes to CV(LOCAL) – Facilities Construction and CH(LOCAL) – Purchasing and Acquisition, including increasing the purchase amounts requiring Board approval from $50,000 to $100,000. Other changes to CH(LOCAL) were discussed, including language clarifying the distinction between consulting services and professional services. The Committee recommended the proposed changes be added to the July 22 Board Agenda for a first reading.

The Committee also discussed House Bill 1481 which relates to the prohibition on the use of cell phones at school. The Board is required to adopt a policy that prohibits students from using cell phones and other personal communication devices (including smart watches) while on school property during the school day. The policy must also address disciplinary measures for violations of the policy. The Board has the option to adopt a policy (1) that prohibits students from bringing a personal communication device to campus or (2) allows for the students to bring the personal communication device to campus but requires that it be stored away in a designated location. The policy must also allow for certain exceptions to comply with student IEPs, 504 plans, and directives from physicians. The Committee recommended policy language that allows students to possess personal communication devices at school but requires students to turn off and store away those devices in a bag or backpack during the entire course of the school day. The Committee recommended that the Board approve the policy at the July 22 Board Meeting and waive the first reading to ensure the policy is in place at the start of the school year.

The Committee also discussed Senate Bill 13 which relates to Library Books. The Board must adopt a policy for the acquisition of library materials before the first day of the 2025-2026 school year. The policy must require the Board to:

- approve all library materials that have been donated to or that are to be procured by a school library in the district, with the advice and recommendations of the district 's local school library advisory council (if created);
- make the list publicly available for review 30 days prior to approval;
- approve or reject the list at an open meeting; and
- ensure compliance with new library book collection standards.

The Committee agreed to adopt an updated TASB policy that includes the creation of a SLAC (local school library advisory council) to assist the Board in the Library Materials acquisition and approval process.

The Committee also discussed Senate Bill 12 which relates to Parental Rights and DEI. This bill requires the Board to adopt policies related to parent grievance processes, diversity, equity and inclusion, social transitioning and course instructional plans. TASB will be providing updated policy language addressing these areas in the early fall of 2025 for the Policy Committee to review.

The Committee also discussed House Bill 3372 related to District Administrators Performing Outside Services for Financial Gain. This bill prohibits an administrator from receiving any financial benefit for the performance of personal services for certain entities. The Committee discussed the District administration's development of an internal process to comply with the new requirements.

The Committee also discussed three new laws that impact school board meetings. House Bill 1522 requires agendas for all Board Meetings to be posted "three business days" in advance of the meeting. The previous rule was 72 hours prior to the meeting. The new law will require the District to post Board meeting agendas the Wednesday before a Tuesday Board meeting. Senate Bill 12 requires all school board meetings to be held outside of normal business hours. The Distr

no longer be able to schedule and hold any Board meetings or workshops during regular working hours (8am-5pm). Senate Bill 413 requires Board meeting minutes to reflect each member's vote on any item that is voted on by the Board at the meeting. Additionally, meeting minutes are required to be posted within 7 days after the meeting at which the minutes are approved. These new laws will require minor updates to Board Policy BE(LOCAL) which TASB will provide in the fall.

INFORMATION SOURCES:
Kellie Spencer, Deputy Superintendent of Operations
Sidney Pounds, Assistant General Counsel

SPECIAL MEETING MINUTES
FORT WORTH ISD BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a special meeting on June 10, 2025.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on June 10, 2025 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 June 5, 2025, at 5:00 p.m.

/s/ Patti Ramón
Executive Assistant
Board of Education

RETURN OF THE MEETING JUNE 10, 2025

I, Patti Ramón of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 5, 2025 at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on June 5, 2025.

/s/ Patti Ramón
Executive Assistant
Board of Education

The following Board Members were present:

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

The following administrators were present:

Dr. Karen Molinar, Superintendent
Mohammed Choudhury, Deputy Superintendent
Kellie Spencer, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Tierney Tinnin, Chief of Communications and Community Partnerships
Woodrow Bailey, Chief Talent Officer
Neil Bolton, Senior Officer, IT Security
Sidney Pounds, Assistant General Counsel

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

School Board President Roxanne Martinez called this meeting to order at 5:31 p.m.

2. PUBLIC COMMENT

Public Speakers:
Laurie Motley
Robyn Kelly
Diego Escobar

3. PRESENTATIONS

A. 2025-2026 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Services Fund

Carmen Arrieta-Candelaria, Chief Financial Officer, presented the 2025-2026 Budgets for the General Fund, Debt Service Fund and Child Nutrition Services Fund.

Trustees Anne Darr, Anael Luebanos, Camille Rodriguez, Quinton Phillips, Kevin Lynch, Tobi Jackson, Wallace Bridges and Roxanne Martinez asked questions.

4. CALL PUBLIC HEARING TO ORDER

A. Public Hearing to Discuss the 2025-2026 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Services Fund

School Board President, Roxanne Martinez opened the Public Hearing at 6:46 p.m.

Carmen Arrieta-Candelaria, Chief Financial Officer, presented the 2025-2026 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Services Fund.

B. Public Comment to Discuss the 2025–2026 Budgets for the General Fund, Debt Service Fund, and Child Nutrition Services Fund

No public speakers.

5. CLOSE PUBLIC HEARING

President Martinez closed the public hearing.

SUPERINTENDENT REPORT – STAAR Spring 2025 Early Results

Dr. Molinar, Superintendent, presented STAAR Spring 2025 Early Results.

Trustees Kevin Lynch, Anne Darr, and Roxanne Martinez asked questions.

The meeting was recessed to move into Executive Session at 7:29 p.m.

6. EXECUTIVE SESSION

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

1. Discussion with legal counsel regarding potential litigation against JDW Energy, LLC d/b/a Next Gen Air in connection with the South Hills Elementary School HVAC Replacement Project

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of 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 Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Discussion Related to Hiring for Executive Director of Literacy
2. Discussion Related to Hiring for Chief of Schools

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

The meeting was reconvened in open session at 8:41 p.m.

7. **ACTION AGENDA ITEMS**

A. Personnel

- Consider and Take Action to Approve the Hiring for: Executive Director of Literacy

Motion was made by Tobi Jackson, first Vice President, District 2, second by Trustee Anne Darr, to Consider and Take Action to Approve the Hiring for Executive Director of Literacy.

The motion was approved.

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

No: Dr. Camille Rodriguez, Trustee, District 1.

Dr. Karen Molinar introduced the new Executive Director of Literacy, Mary Jane Bowman.

- Consider and Take Action to Approve the Hiring for: Chief of Schools

Motion was made by School Board Secretary, Anael Luebanos and seconded by Tobi Jackson, to Consider and Take Action to Approve the Hiring for Chief of Schools.

The motion was approved.

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

No: Dr. Camille Rodriguez, Trustee, District 1.

Dr. Karen Molinar introduced the new Chief of Schools, Dr. Priscila Dilley.

B. Approve Adoption of Proposed 2025-2026 Budgets for the General Fund, Debt Service, and Child Nutrition Fund

Motion was made by Tobi Jackson, First Vice President, District 2, seconded by Second Vice President, Dr. Michael Ryan, District 7, to approve the Adoption of Proposed 2025-2026 Budgets for the General Fund, Debt Service, and Child Nutrition Fund.

The motion was unanimously approved.

Trustee Tobi Jackson requested that the board be updated on the amendment on personnel in July on the budget.

C. Approve Compensation Plan for the 2025-2026 School Year

Motion was made by Tobi Jackson, First Vice President, District 2, seconded by Anne Darr, Trustee, District 6, to approve the Compensation Plan for the 2025-2026 School Year.

The motion was unanimously approved.

D. Consideration and Possible Action Regarding Litigation Against JDW Energy, LLC d/b/a Next Gen Air in Connection with the South Hills Elementary School HVAC Replacement Project

Motion was made by School Board Secretary, Anael Luebanos, District 8, seconded by Second Vice President, Dr. Michael Ryan, District 7, to approve the Consideration and Possible Action Regarding Litigation Against JDW Energy, LLC d/b/a Next Gen Air in Connection with the South Hills Elementary School HVAC Replacement Project.

The motion was unanimously approved.

Trustee Anael Luebanos moved to authorize litigation against JDW d/b/a Next Gen Air in connection with the South Hills Elementary HVAC Replacement project.

8. ADJOURN

The meeting was adjourned at 8:47 p.m.

/s/ Patti Ramón
Board of Education

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

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Anael Luebanos
School Board Secretary
Fort Worth Independent School District

REGULAR MEETING MINUTES
FORT WORTH ISD BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a Regular Meeting on June 24, 2025.

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

MEETING NOTICE
FORT WORTH INDEPENDENT SCHOOL DISTRICT

Notice is hereby given on June 24, 2025 that the Board of Education of the Fort Worth Independent School District held a Regular 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 June 18, 2025, at 6:30 p.m.

/s/ Patti Ramón
Executive Assistant
Board of Education

RETURN OF THE MEETING JUNE 24, 2025

I, Patti Ramón of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on June 18, 2025 at the Fort Worth Independent School District Service Center, 7060 Camp Bowie Boulevard, Fort Worth, Texas.

Given under my hand on June 18, 2025.

/s/ Patti Ramón
Executive
Assistant Board of
Education

The following Board Members were present:

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

The following administrators were present:

Dr. Karen Molinar, Superintendent
Mohammed Choudhury, Deputy Superintendent
Carmen Arrieta-Candelaria, Chief Financial Officer
Tierney Tinnin, Chief of Communications and Community Partnerships
Woodrow Bailey, Chief Talent Officer
Sidney Pounds, Assistant General Counsel

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

1st Vice President, Tobi Jackson, called the meeting to order at 5:32 p.m.

2. PLEDGES, VISION, AND MISSION

Pledges, Vision and Mission were led by Chief of Communications and Community Partnerships, Tierney Tinnin.

3. PUBLIC COMMENT

Public Speakers:

1. Pamela Bennett
2. Bob Willoughby
3. Courtney Smith
4. Deja Campbell
5. Trenace Dorsey-Hollis
6. Melony Watson
7. Kathie Kessler
8. Amanda Inay
9. Ashley Tolliver
10. Claudia Guadian
11. Adrianne Alexander-Haynes

4. REPORTS

No questions or comments were made.

5. SUPERINTENDENT REPORT *Strategic Priority Update*

Superintendent, Dr. Karen Molinar, presented the Strategic Priority Update.

Trustees Wallace Bridges, Anne Darr, Kevin Lynch, Quinton Phillips, Dr. Camille Rodriguez, Anael Luebanos, Roxanne Martinez, Tobi Jackson asked questions.

Superintendent, Dr. Karen Molinar and Deputy Superintendent of Learning and Leading, Mr. Mouhammed Choudhury, provided responses.

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

Trustees Anne Darr and Kevin Lynch made comments.

The meeting was recessed to Executive Session at 7:31 p.m.

7. EXECUTIVE SESSION

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

A. Seek the Advice of Attorneys (Texas Government Code §551.071); Real Properties (Texas Government Code §551.072)

1. Discussion with Legal Counsel concerning the purchase, exchange, lease, or value of real property – Farrington Field.

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. Discussion Related to Hiring of Five Executive Directors of School Leadership

C. Security Implementation (Texas Government Code §551.076)

1. Intruder Audit Findings and Corrective Action

Meeting was reconvened in open session at 9:05 p.m.

8. CONSENT AGENDA ITEMS

(Action by the Board of Education in adopting the "Consent Agenda" means that all items ap p earing 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 May 13, 2025 and May 20, 2025

B. Approve First Reading - Revisions to Board Policies CAA(LOCAL), CDA(LOCAL), CY(LOCAL), DH(LOCAL), EHB(LOCAL), EHBB(LOCAL), FFG(LOCAL), GKA(LOCAL)

C. Approve First Reading - Revisions to Board Policy DB(LOCAL)

D. Approve Second Reading - Revisions to Board Policy CFB(LOCAL)

E. Approve Amended Contract for Private and Non-Profit (PNP) School Set-Aside Amounts

F. Approve Debt Service Budget Amendment for Debt Refunding as of May 31, 2025

G. Approve Final Budget Amendment for The Period Ending May 31, 2025

H. Approve TEA Waiver Request For “Low Attendance Day” Due to Inclement Weather

I. Approve Purchase of Physical Security Equipment, Licensing, and Services

J. Approve Purchase of Online Assessment Bank

K. Approval Renewal of Eduphoria Strive and Aware, and Related Services

L. Approve Purchase of Online Learning Resources for Leadership Academy Network Schools for the 2025-2026 School Year

M. Approve purchase of New K-2 classroom Library Decodables for Leadership Academy Network 2025-2026 School Year

N. Approve Renewal of Webhosting Services, Mass Communications System, Fort Worth Independent School District App and Teacher Communication Tool for the 2025- 2026 School Year

O. Approve Purchase of Software Licenses and Training for Special Education Staff

P. Approve Renewal of Post-Secondary Planning Software

Q. Approve Renewal of Transcript and Schedule Audit Software

R. Approve Renewal Purchase of a Student Re-Engagement Program

S. Approve Purchase of an Online Assessment Tool for Gifted and Talented Screening

T. Approve the Purchase of Dyslexia Training and Related Curriculum for Dyslexia Teachers

U. Approve Purchase of Sign Language Interpreting Services for Deaf and Hard of Hearing Students

V. Approve The Purchase of Additional Spanish Language Social Studies Materials for Elementary Campuses

W. Approve Payment of MTSS (Multi-Tiered System of Supports) Online Documentation Platform

X. Approve the Ratification of a Summer Learning Initiative for Clifford Davis Elementary

Y. Approve Contract for the Professional Development of District Leaders

Z. Approve Agreement Between Fort Worth Independent School District and a Child Care Services Provider for the 2025-2026 School Year

AA. Approve Contract to Provide Community-Based Support Employment Training for Students with Moderate to Severe Disabilities

AB. Approve Purchase of Nonviolent Crisis Intervention and De- Escalation Training

AC. Approve Renewal of a Technical Assistance Contract for Metro Opportunity High School

AD. Approve Contract for Social-Emotional Learning and Academic Curriculum to Increase Development for Students in Specialized Classrooms

AE. Approve Purchase of Athletic Uniforms, Equipment, and Contracted Services

AF. Approve Authorization to Enter into a Contract for Asbestos Abatement Services for J. Martin Jacquet Middle School in Conjunction with the 2021 Capital Improvement Program

AG. Approve Contract Template for Construction Manager-At-Risk for the 2021 Capital Improvement Program

AH. Approve Closeout of the Contract and Authorize Final Payment for the Forest Oak 6th Grade Relocation Project in Conjunction with the 2021 Capital Improvement Program

AI. Approve Renewal for Software Maintenance Services Used by Child Nutrition Services Department

AJ. Approve Purchase of Landscaping Services

AK. Approve Purchase of Heating, Ventilation, and Air Conditioning Air Filter Replacement Service

AL. Approve Contracted Services for Fire Extinguisher and Venthood Inspections and Repairs as Needed for Fire Alarms, Extinguishers and Venthoods

AM. Approve Elevator and Wheelchair Lift Contracted Services

AN. Approve Fire Alarm and Elevator Monitoring Services

AO. Approve Contracted Services for Fire Sprinkler Backflow Inspections and Repair Services

AP. Approve Contracted Services for Unanticipated Minor Roofing Repairs

AQ. Approve Ratification for Additional Gas Line Testing Services and Repairs for Campuses

AR. Approve Purchase of Equipment for Operations

AS. Approve Purchase of Rental Services

AT. Approve Purchase of Heating Ventilation, and Air Conditioning Services

AU. Approve Renewal of Technology Asset Management System

AV. Approve the Purchase of Device Licenses for Mosyle Mobile Device Management Software

AW. Approve Ratification of Active Directory Forest Recovery Backup Software

AX. Approve Purchase of a Unified Service Management Platform for Technology and Facilities Maintenance Requests

AY. Approve Cell Service Contract for Use with Global Positioning Systems for District Buses and Vehicles

Trustee Anne Darr is abstaining from consent agenda items 8.E, 8.J, 8.K and 8.T.

1st Vice President, Tobi Jackson, pulled consent agenda item 8.C, Approve First Reading- Revisions to Board Policy DB(LOCAL), to be brought back to the next regular board meeting.

Motion was made by Anael Luebanos, seconded by Wallace Bridges, to approve CONSENT AGENDA ITEMS (Action by the Board of Education in adopting the "Consent Agenda" means that all items appearing herein are adopted by one single motion, unless a member of the Board requests that such item be removed from the "Consent Agenda" and voted upon separately.).

The motion was unanimously approved.

9. ACTION AGENDA ITEMS

A. Item(s) Removed from Consent Agenda

B. Consider and Take Action to Approve the Hiring of Five Executive Directors of School Leadership

1. Motion was made by Anne Darr, seconded by Tobi Jackson, to Consider and Take Action to Approve the Hiring of Five Executive Directors of School Leadership.

The motion was unanimously approved.

Superintendent, Dr. Karen Molinar, introduced the new Executive Director of School Leadership, Samantha Gonzalez.

2. Motion was made by Wallace Bridges, seconded by Kevin Lynch, to Consider and Take Action to Approve the Hiring of Five Executive Directors of School Leadership.

The motion was unanimously approved.

Superintendent, Dr. Karen Molinar, introduced the new Executive Director of School Leadership, Hector Martinez.

3. Motion was made by Tobi Jackson, seconded by Anne Darr, to Consider and Take Action to Approve the Hiring of Five Executive Directors of School Leadership.

The motion was approved.

School Board President Roxanne Martinez and 2nd Vice President, Dr. Michael Ryan did not submit their vote due to technical difficulties.

Superintendent, Dr. Karen Molinar, introduced the new Executive Director of School Leadership, Melissa Rincon.

4. Motion was made by Wallace Bridges, seconded by Quinton Phillips, to Consider and Take Action to Approve the Hiring of Five Executive Directors of School Leadership.

The motion was approved.

School Board President Roxanne Martinez and 2nd Vice President, Dr. Michael Ryan did not submit their vote due to technical difficulties.

Superintendent, Dr. Karen Molinar, introduce new Executive Director of School Leadership, Rian Townsend.

C. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Full-Service Providers for the 2025-2026 School Year

Motion was made by Quinton Phillips, seconded by Wallace Bridges, to Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Full-Service Providers for the 2025-2026 School Year.

The motion was approved.

1st Vice President, Tobi Jackson, abstained from item C.

School Board President Roxanne Martinez and 2nd Vice President, Dr. Michael Ryan did not submit their vote due to technical difficulties.

D. Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2025-2026 School Year

Motion was made by Quinton Phillips, seconded by Wallace Bridges, to Approve Authorization for Fort Worth After School (FWAS) to Enter Requisitions for Provision of Partial-Service Providers for the 2025-2026 School Year.

The motion was approved.

1st Vice President, Tobi Jackson, abstained from item D.

School Board President Roxanne Martinez and 2nd Vice President, Dr. Michael Ryan did not submit their vote due to technical difficulties.

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

No action taken.

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

No action taken.

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

No action taken.

H. 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

No action taken.

I. Approve the Purchase of Property, Boiler and Machinery, Terrorism (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and UIL Insurance with Girl's Flag Football Policy

Motion was made by Anne Darr, seconded by Anael Luebanos, to Approve the Purchase of Property, Boiler and Machinery, Terrorism (Including Active Shooter) Flood, Cyber, Cyber Crime, Fleet, General Liability, and UIL Insurance with Girl's Flag Football Policy.

The motion was unanimously approved.

J. Approve Resolution and Membership Between Fort Worth Independent School District and Equalis Group Purchasing Program

Motion was made by Tobi Jackson, seconded by Anne Darr, to Approve Resolution and Membership Between Fort Worth Independent School District and Equalis Group Purchasing Program

The motion was unanimously approved.

K. Approve 2024-2025 Turnaround Plans

Motion was made by Wallace Bridges, seconded by Quinton Phillips, to Approve 2024-2025 Turnaround Plans.

The motion was unanimously approved.

L. Approve The 2025-2026 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team

Motion was made by Quinton Phillips, seconded by Anne Darr, to Approve The 2025-2026 Budget for the Leadership Academy Network/Texas Wesleyan University Management Team.

The motion was unanimously approved.

M. Approve Contracted Services for Diagnosticians, Occupational, Physical, Speech Language, and Music Therapy for Students with Special Needs

Motion was made by Anne Darr, seconded by Quinton Phillips, to Approve Contracted Services for Diagnosticians, Occupational, Physical, Speech Language, and Music Therapy for Students with Special Needs.

The motion was unanimously approved.

N. Approve the Purchase of a Phonics Program for the 2025- 2026 School Year

Motion was made by Anne Darr, seconded by Anael Luebanos, to Approve the Purchase of a Phonics Program for the 2025- 2026 School Year.

Trustees Wallace Bridges, Dr. Camille Rodriguez and Anael Luebanos asked questions and made comments.

Superintendent, Dr. Karen Molinar and Deputy Superintendent of Learning and Leading, Mr. Mohammed Choudhury, provided responses.

The motion was approved.

Yes: Roxanne Martinez, Tobi Jackson, Michael Ryan, Anael Luebanos, Quinton Phillips, Kevin Lynch, and Anne Darr.

No: Dr. Camille Rodriguez and Wallace Bridges.

O. Approve the Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy for the 2025-2026 School Year

Motion was made by Quinton Phillips, seconded by Anael Luebanos, to Approve the Purchase of High-Quality Instructional Materials and Professional Learning for Elementary Literacy for the 2025-2026 School Year.

The motion was unanimously approved.

P. Discussion and Possible Action to Authorize the Superintendent to Negotiate and Enter into a Memorandum of Understanding for Key Terms with any Future Developer(s) and City of Fort Worth to Address Infrastructure, Future Redevelopment and Safety of Farrington Field.

Motion was made by Anne Darr, seconded by Anael Luebanos, to Approve Discussion and Possible Action to Authorize the Superintendent to Negotiate and Enter into a Memorandum of Understanding for Key Terms with any Future Developer(s) and City of Fort Worth to Address Infrastructure, Future Redevelopment and Safety of Farrington Field.

The motion was unanimously approved.

Trustee Anne Darr motioned to authorize the Superintendent to Negotiate and enter into a Memorandum of Understanding for Key Terms with any Future Developers and City of Fort Worth to Address Infrastructure, Future Redevelopment and Safety of Farrington Field.

Q. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Forest Oak Middle School in Conjunction with the 2021 Capital Improvement Program

Motion was made by Wallace Bridges, seconded by Quinton Phillips, to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Forest Oak Middle School in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

R. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for McLean Consolidation in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anne Darr, seconded by Quinton Phillips, to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for McLean Consolidation in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

S. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Elementary School #3 Replacement at Worth Heights Site in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anael Luebanos, seconded by Anne Darr, to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Elementary School #3 Replacement at Worth Heights Site in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

T. Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at W.A. Meacham Middle School in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anne Darr, seconded by Anael Luebanos, to Approve Authorization to Negotiate with a Construction Manager at Risk for GMP Amendment #2 for Construction Services for Information Technology (IT) Scope of Work at W.A. Meacham Middle School in Conjunction with the 2021 Capital Improvement Program

The motion was unanimously approved.

U. Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for J.P. Elder Middle School and Enter into New Contracts for Architectural, Engineering, and Professional Services for J.P. Elder Middle School Consolidation in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anne Darr, seconded by Kevin Lynch, to Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for J.P. Elder Middle School and Enter into New Contracts for Architectural, Engineering, and Professional Services for J.P. Elder Middle School Consolidation in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

V. Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for M.L. Kirkpatrick Middle School in Conjunction with the 2021 Capital Improvement Program

Motion was made by Anne Darr, seconded by Tobi Jackson, to Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for M.L. Kirkpatrick Middle School in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

W. Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for Morningside Middle School in Conjunction with the 2021 Capital Improvement Program

Motion was made by Wallace Bridges, seconded by Quinton Phillips, to Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for Morningside Middle School in Conjunction with the 2021 Capital Improvement Program.

The motion was unanimously approved.

X. Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for William James Middle School and Enter into New Contract for Architectural, Engineering, and Professional Services for William James Middle School Consolidation in Conjunction with the 2021 Capital Improvement Program

Motion was made by Tobi Jackson, seconded by Quinton Phillips, to Approve Termination of Previously Approved Architectural, Engineering, and Professional Services Contracts for William James Middle School and Enter into New Contract for Architectural, Engineering, and Professional Services for William James Middle School Consolidation in Conjunction with the 2021 Capital Improvement Program

The motion was unanimously approved.

Y. Approve Lawn Mowing Services for Campuses and Non- Instructional Facilities

Motion was made by Quinton Phillips, seconded by Anne Darr, to Approve Lawn Mowing Services for Campuses and Non- Instructional Facilities.

School Board President, Roxanne Martinez, made a comment.

The motion was unanimously approved.

Z. Approve Purchase of the Enterprise Agreement for Telecommunication and Collaboration Services

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to Approve Purchase of the Enterprise Agreement for Telecommunication and Collaboration Services.

The motion was unanimously approved.

10. ADJOURN

The meeting was adjourned at 9:41 p.m.

/s/ Patti Ramón
Board of Education

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

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Anael Luebanos
School Board Secretary
Fort Worth Independent School District

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO CONTRACTS WITH BEHAVIORAL HEALTH PROVIDERS

BACKGROUND:

The Fort Worth Independent School District, in partnership with community behavioral health providers, operates six Family Resource Centers (FRC) to provide behavioral health services, medical and dental resources to students whose parents are seeking this type of support. These sites established in 2003 are at the following locations:

Eastern Hills – 5701 Meadowbrook Drive, Building #3, Fort Worth., TX 76112
Forest Oak – 3500 Pecos Street, Fort Worth, TX 76119
Northside – 2011 Prospect Avenue, Fort Worth, TX 76164
Riverside – 1550 Bolton Street, Fort Worth, TX 76111
South Hills – 6101 McCart Avenue, Fort Worth, TX 76133
Western Hills – 8340 Mojave Trail, Fort Worth, TX 76116

These clinics provide an affordable and convenient option for students as families are referred by district staff, community professionals, and via self-referral. The FRC staff provide intake and assessment services followed by coordination of service options and dispositions. In an attempt to facilitate family-friendly services plans, the FRC staff offer co-located providers such as counselors, social workers, educators, case managers/coordinators, intake specialists, and other behavioral health providers.

Many of the services offered through the FRC sites are available at no cost to the district or the family. Other specialty or high demand services not available through a shared, cost-free commitment must be sought out by the FRC administrators and contracted for on an annual basis. One such population for which there is a high need for behavioral health services, but limited availability is for indigent, uninsured or low-income FWISD students and families.

The period of performance shall be from the date of award through May 31, 2026 with the option to extend the agreement for up to three (3) additional one-year periods, contingent upon funding. Board approval is required each year in order to renew the RFP.

STRATEGIC PRIORITY:

2 - Student and Family Engagement

ALTERNATIVES:

1. Approve to Negotiate and Enter into Contracts with Behavioral Health Providers
2. Decline to Approve Negotiate and Enter into Contracts with Behavioral Health Providers
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve to Negotiate and Enter into Contracts with Behavioral Health Providers

FUNDING SOURCE:	***Additional Details***	
General Fund	199-31-6219-873	$60,000
Grant Fund	289-31-6219-873	$150,000

COST:

$210,000

VENDOR(S)/PROVIDER(S):

FWISD is the payer of last resort and will only be invoiced on students who were designated as "district paid" by Family Resource Center staff.

360 Support Solutions LLC
Authentic Counseling and Coaching, LLC
Candor Consulting & Diagnostics, LLC
ChristianWorks for Children
Empathy HQ
HealthPRO Heritage, LLC
HHCSS, LLC
Invicta Services Group
Lena Pope Home, Inc.
MHMR of Tarrant County
Naveah Health Services
New Horizon Community Care
PSP Professional Services, Inc.
Sound Mind Holistic Services
Starfish Counseling, PLLC
Tele-Help, Inc.
The Art Station
The Center for Psychological Services
The Parenting Center
The Women's Center of Tarrant County
Therapy Works Counseling Services, PLLC

Turner Consulting & Therapy Services LLC
Wildflower Music Therapy
Youth Advocate Programs, Inc.
YTC Healthcare

PURCHASING MECHANISM:

Competitive Solicitation
RFP #
Solicitation/Proposal Statistics
FWISD Solicitation Number: 25-064

The above bid/proposal has been evaluated in accordance with the Texas Education Code section 44.031 (b) regarding specifications, pricing, performance history. The vendors listed above have been selected to support this purchase.

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

All FWISD Schools
Family and Community Resources

RATIONALE:

The Family and Community Resources Department coordinates health services (behavioral, vision, medical, and dental) for students throughout the district. The vast majority of these services are at no cost to the district or the family. Approval would allow students who would otherwise go untreated access to behavioral health services.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE SECOND READING - REVISIONS TO BOARD POLICIES CAA(LOCAL), CDA(LOCAL), CY(LOCAL), DH(LOCAL), EHB(LOCAL), EHBB(LOCAL), FFG(LOCAL), GKA(LOCAL)

BACKGROUND:

The Texas Association of School Boards (TASB) assists school districts by ensuring proper standards are met regarding 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:

- CAA(LOCAL): Fisal Management Goals and Objectives: Financial Ethics – TASB’s recommendation is to add language under the Federal Awards Disclosure section to align with updated rules in the Code of Federal Regulation.
- CDA(LOCAL): Other Revenues: Investments – TASB’s recommendation is to add language to include representatives with distributors of investment pools under the sellers of investments section when discussing their requirements to enhance clarity.
- CY(LOCAL): Intellectual Property – TASB’s recommendation is to make revisions throughout the policy to clarify when the District’s intellectual property may be used and who has ownership when material is created by a District employee.
- DH(LOCAL): Employee Standard of Conduct – TASB’s recommendation is to add in nicotine products under the notice of drug-free workplace section so the policy will align with the Model Employee Handbook.
- EHB(LOCAL): Curriculum Design: Special Programs – TASB’s recommendation is to make revisions to reflect updated Administrative Code Rules.
- EHBB(LOCAL): Special Programs: Gifted and Talented Students – TASB’s recommendation is to update terminology to reflect the changes made to the Texas State Plan for the Education of Gifted/Talented Students in September 2024.
- FFG(LOCAL): Student Welfare: Child Abuse and Neglect – TASB’s recommendation is to add a section that clarifies new requirements in the Education Code and revisions to the Family and Administrative Code.

- GKA(LOCAL): Community Relations: Conduct on School Premises – TASB's recommendation is to expand the prohibition of Tobacco and E-Cigarettes to include electronic vaporizing devices.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Second Reading – Revisions to Board Policies CAA(LOCAL). CDA(LOCAL), CY(LOCAL), DH(LOCAL), EHB(LOCAL), EHBB(LOCAL), FFG(LOCAL), GKA(LOCAL)
2. Decline to Approve Second Reading – Revisions to Board Policies CAA(LOCAL). CDA(LOCAL), CY(LOCAL), DH(LOCAL), EHB(LOCAL), EHBB(LOCAL), FFG(LOCAL), GKA(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Second Reading – Revisions to Board Policies CAA(LOCAL). CDA(LOCAL), CY(LOCAL), DH(LOCAL), EHB(LOCAL), EHBB(LOCAL), FFG(LOCAL), GKA(LOCAL)

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:

Office of Legal Services

RATIONALE:

Approval of the policy updates recommended by TASB will help ensure District policy aligns with the most recent updates to state and federal laws and state and federal administrative codes.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent
Sid Pounds, Assistant General Counsel

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members— — BBF
  - for employees— — DH
- Financial conflicts of interest:
  - for public officials— — BBFA
  - for all employees— — DBD
  - for vendors— — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC
- Activity fund management: CFD
- Criminal history record information for employees: DBAA, DC
- Disciplinary action for fraud by employees: DCD, DCE, and DF series

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.

2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Knowingly submitting a false or fraudulent claim to obtain payment from the United States government.
13. Any other dishonest act regarding the finances of the District.
14. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent ~~or designee~~ shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reporting Process

Any employee who knows or suspects an occurrence of fraud, misappropriation, financial impropriety, criminal action, or violation of Board policy shall immediately notify one or more of the following:

- The District's hotline at (817) 814-1971;
- The Office of Professional Standards; or
- The employee's supervisor.

Any reports received by a supervisor shall immediately be reported to the District's hotline.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Hotline Management and Reporting

The internal audit department shall be responsible for ensuring that the District's hotline is monitored 24 hours per day, seven days per week. All allegations reported over the hotline will be evaluated and investigated. All informants have the option to remain anonymous.

Fraud Investigations

The chief internal auditor shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the chief internal auditor shall promptly inform the Superintendent and the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent ~~or designee~~ shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the chief internal auditor shall refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with the chief legal counsel and the Superintendent.

Federal Awards Disclosure

~~The~~ In connection with federal awards, the District shall promptly disclose~~, in a timely manner~~ in writing ~~to the federal awarding agency or pass-through entity, all violations~~whenever the District

has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations ~~potentially affecting~~found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal ~~grant~~ award. [See CBB]

False Claims Act

The Superintendent ~~or designee~~ shall ensure that employees, vendors, and contractors with any responsibilities for services to be reimbursed through Medicaid are informed of the False Claims Act and the District's prohibition on knowingly submitting a false or fraudulent claim for payment, federal administrative remedies for false claims and statements, and state laws on false claims and statements.

The District's procedures shall include information regarding reporting suspected violations as provided at Reporting Process, above, as well as reports to the ~~Texas Office of the Inspector General[1] or (800) 436-6184~~U.S. Department of State's Office of Inspector General hotline at (202) 647-3320.

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent ~~or designee~~ shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent ~~or designee~~ shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

~~[1] Office of Inspector General: https://oig.hhsc.texas.gov/~~

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. The investment officer shall be bonded or shall be covered under a fidelity insurance policy. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. Banker's acceptances as permitted by Government Code 2256.012.
5. Commercial paper as permitted by Government Code 2256.013.
6. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
7. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
8. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed five years from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds / Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield. The District shall invest in maturities for a minimum period of one year, but not to exceed a period of five years.

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations.
Food Service Funds	Investment strategies for food service funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Internal Service Funds	Investment strategies for internal service funds shall have as their primary objective sufficient liquidity to meet on a timely basis both short- and long-term cash flow requirements.

Safekeeping and Custody

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

Sellers of Investments

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

Soliciting Bids for CDs

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification at fiscal year-end.

The District shall monitor interest rate risk using weighted average maturity and specific identification at fiscal year-end.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

Intellectual Property

All copyrights, trademarks, and other intellectual property rights belonging to the District shall remain with the District at all times. Except as provided by law, policy, or written authorization from the Superintendent, the use of District intellectual property shall be limited to District-related purposes.

Students

A student shall retain all rights to their own work created as part of instruction or using District technology resources.

Employees

District Ownership

As an agent of the District, an employee, including a student employee, shall not have rights to work ~~he or she creates~~created on District time or using District technology resources. The District shall own any work or work product created by a District employee in the course and scope of ~~his or her~~District employment, including the right to obtain patents or copyrights.

Employee Ownership

~~If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, Districtwide license to the District for use of the patented work.~~ A District employee shall own any work or work product produced on ~~his or her own~~ personal time~~, away from his or her job~~ and with personal equipment and materials, including the right to obtain patents or copyrights.

~~*Permission*~~

~~*A District employee may apply to the*~~*Exception*

The Superintendent ~~or designee~~shall have the authority to permit use of District materials and equipment in ~~his or her creative~~ developing the employee's own projects, provided the employee agrees ~~either~~in writing to grant to the District a ~~non-exclusive, non-transferable~~nonexclusive, nontransferable, perpetual, royalty-free, Districtwide license to use the work, or permits the District to be listed as co-author or co-inventor if the District contribution to the work is substantial. District materials do not include student work, all rights to which are retained by the student.

~~Works Made for Hire~~

Independent Contractors

The District may hire an independent contractor for specially commissioned ~~work(s)~~works under a written works-made-for-hire agreement that provides that the District shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.

Return of Intellectual Property

Upon the termination of any person's association with the District, all permission to possess, receive, or modify the District's intellectual property shall also immediately terminate. All such persons shall return to the District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.

Copyright

Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the Superintendent ~~or designee~~, the District shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

Technology Use

~~All persons are prohibited from using~~Use of District technology in violation of any law, including copyright law~~.~~, is prohibited. Only appropriately licensed images, applications, programs, or other software may be used with District technology resources. ~~No person shall use the~~The District's technology resources shall not be used to post, publicize, or duplicate information in violation of copyright law. The ~~Board shall direct the~~ Superintendent ~~or designee to~~shall employ all reasonable measures to prevent the use of District technology resources in violation of the law. ~~All persons~~Any person using District technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and CQ]

~~Electronic Media~~

~~Unless a license or permission is obtained, electronic media in the classroom~~Performances and Displays

The display and performance of copyrighted material, including motion pictures ~~and other audiovisual~~, dramatic works, ~~must be used in~~ musical performances, or other audio and visual works, may only occur as part of instructional activities and in accordance with the following:

- As a regular part of teaching and directly related to the ~~course of~~curriculum;
- During face-to-face teaching activities ~~as defined by law~~;
- When viewed in a classroom or designated place of instruction; and
- With a lawfully made copy or through authorized access.

Designated Agent

The District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent's identity. The District shall include on its ~~Web site~~website information on how to contact the District's designated agent and a copy of the District's copyright policy. Upon notification, the District's designated agent shall take all actions necessary to remedy any violation. The District shall provide the designated agent appropriate training and resources necessary to protect the District.

If a content owner reasonably believes that the District's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

Trademark

The District protects all District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

School-Related Use

The District grants permission to students, student organizations, parent organizations and other District ~~-~~ affiliated school-support or booster organizations to use, without charge, District and campus trademarks to promote a group of students, an activity or event, a campus, or the District, if the use is in furtherance of a school-related business or activity. The Superintendent ~~or designee~~ shall determine what constitutes use in furtherance of a school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the ~~general~~ public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use District trademarks without ~~the~~ written ~~permission of~~authorization from the Superintendent ~~or designee~~. Any production of merchandise with District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses District or campus trademarks without appropriate authorization ~~shall~~may be subject to legal action.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent ~~or designee~~.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and Nicotine Products and E-Cigarettes

~~An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]~~

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances

during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
    - Dishonesty; fraud; deceit; theft; misrepresentation;
    - Deliberate violence;
    - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
    - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
    - Felony driving while intoxicated (DWI); or
    - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

Dyslexia and Related Disorders

The District shall comply with all applicable state rules ~~and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test~~regarding students ~~for~~with dyslexia and related disorders, including the "Dyslexia Handbook" and the provision of dyslexia instruction for students with dyslexia or a related disorder as determined by the student's admission, review, and dismissal committee.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the ~~assessment~~identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent for any special testing or individual assessment conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

Selection

A ~~selection~~placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the ~~selection~~placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the ~~selection~~placement committee or a parent determines ~~it is in the best interest of the student to exit~~ the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the ~~selection~~placement committee regarding ~~selection for or exit from~~ services in the gifted and talented program. Appeals shall be made first to the ~~selection~~placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus im-

provement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The ~~District's~~ Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program ~~shall address effective use of funds for programs~~are spent providing and ~~services consistent with the standards in the state plan~~enhancing the District's program and that a method accounting for expenditures related to the gifted and talented ~~students~~program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Program to Address Child Sexual Abuse, Trafficking, and Maltreatment

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

Reporting Child Abuse and Neglect

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of ~~the Texas Department of Family and Protective Services (~~DFPS~~)~~ at ~~(~~800~~)~~ 252-5400 or the Texas Abuse Hotline ~~Website~~website[1];
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers. [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

Confidentiality

~~In accordance with state law, the~~The identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law and the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

[1] Texas Abuse Hotline ~~Website~~website: http://www.txabusehotline.org

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products ~~and~~, e~~-~~cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Violence and Abusive Language

No parent of a student, nor any other person acting on behalf of a student, shall be permitted to direct any form of violence or abusive language toward a student, teacher, school administrator, or other District personnel, or cause damage to be inflicted upon the property of any student or District employee. For purposes of this policy,

"abusive language" includes any verbal expression that is used intentionally to be offensive, including but not limited to language with racial, ethnic, religious, social, sexual, moral, or physical implications.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE FIRST READING - REVISIONS TO BOARD POLICY DB(LOCAL)

BACKGROUND:

FWISD Board Policy DB (LOCAL) – EMPLOYEE REQUIREMENTS AND RESTRICTIONS is an optional policy related to residency requirements for certain District employees. Board Policy DB(LOCAL) currently requires certain executive level positions to reside within the District or agree to and establish residency within the District within 12 months of the effective date of employment. The recommend changes to Board Policy DB(LOCAL) would eliminate the residency requirement for all positions in the District, except for the Superintendent. The recommended changes to DB(LOCAL) align with the policies of similar sized districts across the state. The Board Policy Committee reviewed the recommended changes and requested this policy be presented to the full Board for discussion and possible approval.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve First Reading - Revisions to Board Policy DB(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policy DB(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve First Reading - Revisions to Board Policy DB(LOCAL)

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:

Office of Legal Services

RATIONALE:

Approval of this policy will update the language as recommended by the Board Policy Committee.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent
Sid Pounds, Assistant General Counsel

RESIDENCY

~~Each person employed in the position of assistant superintendent, chief information officer, associate superintendent, division chief, deputy superintendent, or~~ The Superintendent shall, as a condition of employment, either reside within the District or agree to and establish residency within the District within 12 months of the effective date of employment. ~~Employees in these positions~~ The Superintendent must continue to reside within the boundaries of the District while ~~an employee~~ employed in ~~one of these~~ this position~~s~~.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE PURCHASE OF CHARTER BUS SERVICES

BACKGROUND:

Various departments and schools require Charter Bus Services to shuttle students to college visits, UIL events, out-of-town trips and other events that require the transport of students. Charter Bus Services will be purchased during the 2025-2026 to continue to support the schools and departments for upcoming events and trips.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve the Purchase of Charter Bus Services
2. Decline to Approve the Purchase of Charter Bus Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Purchase of Charter Bus Services

FUNDING SOURCE: ***Additional Details***

Various Funding Sources

COST:

$625,000 Not to Exceed

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

RFP 22-113
RFP 22-113-A

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

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE FIRST READING – REVISIONS TO BOARD POLICIES CH (LOCAL) and CV (LOCAL)

BACKGROUND:

During the 89th Texas Legislative Session, SB1173 passed and will become law effective September 1, 2025. This bill amended the Texas Education Code §44.031 by changing the competitive procurement threshold from $50,000 to $100,000.

Board Policies CH(Local) and CV(Local) contain provisions that need to be changed to align with the new competitive procurement threshold. Other changes are recommended to align with procurement practices and correct or clarify language.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve First Reading – Revisions to Board Policies CH(LOCAL) and CV(LOCAL)
2. Decline to Approve First Reading - Revisions to Board Policies CH(LOCAL) and CV(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve First Reading – Revisions to Board Policies CH(LOCAL) and CV(LOCAL)

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Districtwide

RATIONALE:

These policies are being recommended to align with SB1173 changes that will become effective September 1, 2025.

INFORMATION SOURCE:

Carmen Arrieta-Candelaria, Chief Financial Officer

Purchasing Authority and Purchasing Method

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing, in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate, and to make budgeted purchases.

Board Approval

However, any **single** purchase or contract that exceeds the sum of **$100,000**~~$50,000~~ shall require Board approval before a purchase order is issued so that a transaction may take place.

Procurement Restriction

No District employee with purchasing authority may authorize the purchase of anything from any person or from any firm that is controlled, owned, or operated by that employee or from a relative within the second degree by blood or marriage of the employee. [See BBFA and BBFB for Board members]

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office. [See also CMB]

Procurement Function

The procurement function is assigned to the chief financial officer.

The purchasing department shall supervise the purchase of all materials, supplies, equipment, and services for the District.

Purchase Commitments

All purchase commitments shall be made by the Superintendent or designee on a properly drawn and issued purchase order or such other purchase mechanism ~~as approved by the Board~~, in accordance with administrative procedures.~~, including the District's purchasing procedures.~~ **No employee of the District shall commit to purchasing goods or services to circumvent any procurement procedure or board approval requirement.**

General Procurement Requirements

District procurements shall be made according to:

1. Applicable law [see CH(LEGAL) or CBB(LEGAL), as appropriate]; and
2. District administrative regulations and grant requirements when more restrictive than **the** law.

Electronic Bids or Proposals

Solicitations ~~Bids or proposals~~ that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic **solicitations**~~bids or proposals~~; and ensure that the electronic **solicitations**~~bids or proposals~~ remain effectively unopened until the proper time.

Authority to Sign Contracts

Any contract for greater than $25,000 shall require the signature of the Superintendent or designee.

Encouragement of Small and Local Firms

The District shall develop and maintain procedures to ensure that small and local firms are afforded an equitable opportunity to compete on ~~all~~ District contracts. Such procedures may include, but not be limited to, attending pre-bid and pre-proposal conferences and conducting seminars and training workshops to assist small and local vendors in becoming ~~an~~ active **participants** ~~participant~~ in District contracting opportunities.

Implementation

Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

Professional ~~and Consulting~~ Services

When a **contract** ~~purchase order~~ for professional ~~and consulting~~ services exceeds **$50,000**~~$25,000~~, these services shall be formally, competitively acquired using the Professional Services Procurement Act, Texas Government Code Chapter 2254~~, except for those sole-source items as described in Texas Education Code 44.031.~~

Emergency Purchases

The Board delegates the authority to make emergency purchases where school equipment or facilities are destroyed, severely damaged, or experience a major unforeseen operational or structural failure to the Superintendent or division chief; any such emergency purchase shall be ratified by the Board if the emergency purchase exceeds **$100,000**~~$50,000~~.

Small Purchases

In the event that a small, infrequent purchase in an amount of **$300**~~$150~~ or less is required on short notice in order to conduct a group meeting or similar District-related activity, such a purchase may be made by a District employee using his or her personal funds. Such a purchase, properly receipted and authorized, shall be reimbursed by the accounting department. Under no circumstances may these exceptional procedures be used to circumvent normal purchasing procedures and **practices**~~practice~~.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Reservation of Rights

Notwithstanding anything in this policy to the contrary, the Board reserves the right to reject any and all bids and proposals, to award contracts that appear to be advantageous to the District, and to waive all **in**formalities in bidding.

Right to Protest

	Any party who believes they are aggrieved in connection with a procurement action may protest to the chief financial officer or designee. The protest shall be submitted in writing within five **(5)** business days after the facts or occurrence giving rise to the complaint.
Procurements After Protest	In the event of a timely protest, the responsible office shall not proceed further with the procurement unless the chief financial officer or designee makes a determination that the award of the contract is necessary to protect substantial interests of the District.
Authority to Resolve Protests	The chief financial officer or designee shall convene a hearing committee of at least three administrators to review the protest.
Protest Determination	The chief financial officer or designee shall promptly issue a determination relating to the protest. The determination shall: 1. State the reasons for the action taken, if any; and 2. Inform the protesting party of the right to appeal the determination to the Board in accordance with Board policy GF(LOCAL).
Rejected Bids	The **Procurement Services Department** ~~purchasing department~~ shall maintain an administrative process for complaints regarding **solicitations** ~~bids~~ rejected in accordance with state or federal law, as applicable.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Safety Standards

Any acquisition, construction, or renovation of school facilities must incorporate Crime Prevention Through Environmental Design (CPTED) standards where feasible. The Superintendent or designee shall establish procedures for the incorporation of CPTED standards in construction documents.

Construction Contracts

The Board delegates to the Superintendent the authority to determine, prior to advertising, the project delivery/contract award method to be used for each construction contract valued at or above **$100,000**~~$50,000~~. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above **$100,000**~~$50,000~~, the Superintendent shall submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Employee's Nonschool Employment

No District employee shall be employed during nonworking hours by any vendor who has a contract with the District to perform construction or renovation of a building or to provide any product, material, or service funded as a capital improvement project during the term of a vendor's contract. [See also DBD]

Facilities Advisory Group

The Board may, at its option, appoint a four-member facilities advisory group. This group may include representatives from the Fort Worth Chapter of the American Institute of Architects and local engineer and contractor groups, as deemed appropriate. The group shall advise the District on facility maintenance problems and on construction projects, including but not limited to new schools, new additions to schools, and buildings under renovation.

Nominees for the facilities advisory group shall reside or shall own property in the District. Members shall serve without compensation and may be removed by the Board. Vacancies occurring for any reason shall be filled by the Board. Terms of office shall be two years, and no member shall serve for more than three consecutive two-year terms.

Conflict of Interest

Nominees for the facilities advisory group shall not have any interest, financial or otherwise, direct or indirect, in any facilities maintenance or construction project with the District or be financially interested, directly or indirectly, in the sale to the District of any land, materials, supplies, or services.

Once appointed, a member of the facilities advisory group shall not have any interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity or incur any obligation of any nature with the District. Furthermore, the member shall not use this position for personal gain.

A member of the facilities advisory group shall not be eligible to bid or have an interest, financial or otherwise, direct or indirect, in any facilities maintenance or construction project with the District for a period of three years following resignation from the advisory group.

Change Orders

As required by the current capital improvement program, the Superintendent or designee is authorized to approve change orders permitted by law deemed necessary up to the Board-approved project budget. Change orders that result in adding money to a Board-approved project budget shall be presented to the Board for approval before changes are made to the contract. The Superintendent shall provide periodic reports on change orders executed as requested by the Board.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

As required by the current capital improvement program, the Superintendent or designee shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction work or the supervision of construction until the work has been completed, all close-out documents have been presented to the District, and the Board has accepted the work.

Selection of Professional Services

The Superintendent shall recommend to the Board such professional services as needed for architectural and engineering design and appraisals, soil analyses, construction testing services, planning, and for other specific job requirements in accordance with law. [See CV(LEGAL)] Selection shall be based on the following criteria:

1. Demonstrated ability to work within the budgets allocated for projects.
2. Demonstrated financial stability of the firm and permanence of professional and management staff.
3. Technical competence in school architecture as demonstrated by a record of effective and lasting solutions to problems similar to those likely to be encountered in the project under consideration.

4. Demonstrated capacity of the firm to handle a project of the magnitude of the one under consideration within the available time limit and the firm's other current and future commitments.

5. Artistic talent as demonstrated by constructed architectural design.

6. Demonstrated ingenuity of design, functionality, and economy.

7. Willingness and ability of the designated project team to give personal attention consistent with the demands of the project during the planning, design, and construction phases.

8. Degree of incentive for the firm to handle the size and type of project under consideration.

Should a project management firm be employed for program implementation, its involvement in the selection process shall be at the District's discretion.

Request for Qualifications

As required for facilities construction, the District shall publicly advertise for request for qualification (RFQ) statements from interested architectural and engineering firms.

Criteria for Review

The qualification statements should include the following information:

1. Principal firm profile (limit two pages) — Provide general information about the architectural or engineering firm, including name, address, and phone numbers. Preferential consideration shall be given to Fort Worth firms.

2. Personnel (limit five pages) — Include all key personnel to be assigned to the proposed project. Attention shall be given to the individuals' experience relative to the proposed type and scope of work.

3. Experience (limit ten pages) — Include profiles of similar projects completed by the firm in the last three years. Attention shall be given to the level of competency in achieving function, economy, aesthetic, and creative solutions within the programmatic and budgetary parameters of the projects.

4. References (limit two pages) — Include contact person, business location, and phone number. Attention shall be given to references relevant to experience.

5. Workload (limit three pages) — Demonstrate capability of the firm to implement a project of the proposed scope in the available time frame within the constraints of the firm's current and projected workload and staffing availability.

6. Organization plan (limit five pages) — Demonstrate proposed organizational structure, including principal firm and additional consultants.

7. Consultants (limit five pages) — Provide profiles of additional consultants, including but not limited to mechanical/electrical/plumbing engineers, structural engineers, and civil engineers. Include resumes of key personnel.

8. Prototypical design (limit two pages) — Discuss specific experience in prototypical design of educational facilities. Attention shall be given to creative solutions to design, achievement of budgetary advantage, understanding of programmatic requirements, and successful implementation of the project(s).

9. Historical renovation/restoration experience (limit two pages) — Discuss the firm's experience in designing renovations of and additions to historical buildings. Attention shall be given to knowledge of regulatory requirements and procedures as well as creative problem solving.

Criteria for Recommendation

As required by the current capital improvement program, architectural firms shall be recommended based upon their statements for qualifications, an interview process (as needed), and reference verifications. During the final phase of review, the firms shall be recommended based upon the interview or the financial ability to work within established budgets and financial stability/performance of professional/technical competence/incentive/ingenuity/abilities of the firm to meet time requirements and magnitude of project(s)/personal attention to project(s)/artistic talents.

Limitations

The District reserves the right to reject any or all submittals or the tender thereof, from receipt of any contract from the District, without the necessity of stating any reason therefore. Qualification statements shall be only one of the criteria utilized by the District in determining whether, or to whom, a contract shall be granted. The submittal of a response to this RFQ shall not result in any rights whatsoever accruing to the tender thereof.

Final Phase

After a review of the firms and their qualifications, the Superintendent or designee shall submit the name of the firm to the Board.

The Board shall vote in public session to approve or reject a standard contract with the firm recommended by the Superintendent or designee.

Completion of the Project

As required by the current capital improvement program, the Superintendent or designee shall write a formal evaluation paper on the architect following the completion of the project.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF ONLINE ASSESSMENT PLATFORM TO MEASURE STUDENT GROWTH IN WORLD LANGUAGE CLASSROOMS

BACKGROUND:

Fort Worth ISD (FWISD) is committed to attracting and retaining highly effective teachers by offering competitive compensation and fostering professional growth. A key strategy in this effort is the implementation of the Teacher Incentive Allotment (TIA), established by the 86th Texas Legislature to support teacher recruitment and retention across Texas.

The TIA provides a structured pathway for recognizing and financially rewarding high-performing teachers through tiered designations and allotments. These designations are based on teacher performance and campus socioeconomic factors, ensuring that compensation is both equitable and impactful.

A required component of the TIA is the measurement of student growth. To meet this requirement, FWISD will utilize an online assessment platform in world language classrooms. This platform will deliver reliable, data-driven metrics that allow the District to quantitatively assess instructional effectiveness. It will also provide valuable insights into student progress in language acquisition, enabling educators to personalize instruction, close learning gaps, and implement targeted interventions that promote continuous improvement.

By extending access to the TIA to world language teachers through this platform, FWISD not only enhances instructional quality but also expands opportunities for teacher designation and additional compensation. This recognition and financial reward reinforce the District's commitment to retaining top talent and ensuring that all students benefit from high-quality instruction.

STRATEGIC PRIORITY:

3 - Employee Effectiveness and Retention

ALTERNATIVES:

1. Approve Purchase of Online Assessment Platform to Measure Student Growth in World Languages Classrooms
2. Decline to Approve Purchase of Online Assessment Platform to Measure Student Growth in World Languages Classrooms
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Online Assessment Platform to Measure Student Growth in World Languages Classrooms

FUNDING SOURCE:	***Additional Details***
General Fund	196-11-6399-734

COST:

$198,783.75

VENDOR(S)/PROVIDER(S):

Lingco Language Labs Incorporated

PURCHASING MECHANISM:

Cooperative Agreement

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

All Secondary Schools

RATIONALE:

Fort Worth ISD is committed to enhancing employee effectiveness as a cornerstone of student academic success. To support this goal, the District seeks to implement an online assessment platform that provides timely, accurate, and actionable data on student learning—particularly in world language instruction.

This platform will serve as a critical tool for measuring student growth, a key component of the Teacher Incentive Allotment (TIA). By providing reliable metrics on instructional impact, the platform empowers educators to reflect on their practice, adjust instruction based on student needs, and engage in data-driven professional development. These insights not only improve classroom outcomes but also support the identification and recognition of highly effective teachers.

Furthermore, the platform enables equitable access to TIA designations for world language teachers, expanding opportunities for performance-based compensation. This investment directly supports teacher retention and motivation by aligning instructional excellence with meaningful financial rewards.

In summary, the online assessment platform is not just a tool for measuring student progress—it is a strategic investment in teacher effectiveness, professional growth, and long-term retention.

INFORMATION SOURCE:

Woodrow Bailey, Chief Talent Management

Docusign Envelope ID: 99B08A02-3779-451B-818F-0F716E3381B9

Cost Proposal
Quote Prepared on Apr 11, 2025
Quote No. 1320
Version No. 2

Prepared For
Nathan Henderson
Fort-Worth ISD
1050 Bridgewood Drive
Fort Worth, TX 76112

Prepared By
Seth Killian
Lingco Language Labs
1146 S Washington Ave
Lansing, MI 48910

Lingco Assessments					
Qty	**Item Number**	**Description**	**Unit Price**	**Total Value**	**Total Cost**
12,200	979-8-89705-722-1	Lingco for Spanish Pre-/Post Assessments (x2)	$15.25	$186,050.00	$186,050.00
750	979-8-89705-662-0	Lingco for French Pre-/Post Assessments (x2)	$15.25	$11,437.50	$11,437.50
85	LC-OL-ST-1	Lingco for Other Languages Pre-/Post Assessments (x2)	$15.25	$1,296.25	$1,296.25

Total Cost	$198,783.75

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE CONTRACT FOR THE QUALTRICS XM (EXPERIENCE MANAGEMENT) PLATFORM LICENSE

BACKGROUND:

Since 2018, the Fort Worth ISD Board of Education has approved contracts for the Qualtrics XM Platform. The platform has played a critical role in supporting district and departmental processes, consolidating experience and operational data, and enabling actionable reporting to support continuous improvement across departments.

During this period of transition, the platform remains essential for maintaining data continuity, supporting district-wide initiatives, and enabling transparent, data-driven decision-making.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve the contract for Qualtrics XM Platform License
2. Decline to Approve the contract for Qualtrics XM Platform License
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve contract for Qualtrics XM Platform License

FUNDING SOURCE:	***Additional Details***
General Fund	199-53-6399-114

COST:

$313,000.00

VENDOR(S)/PROVIDER(S):

Qualtrics

PURCHASING MECHANISM:

Cooperative Agreement
EQUALIS

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

Districtwide

RATIONALE:

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

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF LITERACY RESOURCES FOR LEADERSHIP ACADEMY NETWORK FOR THE 2025 – 2026 SCHOOL YEAR

BACKGROUND:

These resources will provide a rigorous approach to literacy and give students an interactive and collaborative learning experience. The Leadership Academy Network will use this purchase to support literacy instruction and initiatives while addressing individual student needs through personalized instruction and pace.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve purchase of literacy resources for Leadership Academy Network for the 2025 – 2026 school year
2. Decline to Approve purchase of literacy resources for Leadership Academy Network for the 2025 – 2026 school year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve purchase of literacy resources for Leadership Academy Network for the 2025 – 2026 school year

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-869 199-13-6299-869

COST:

$112,290.00

VENDOR(S)/PROVIDER(S):

Amira Learning, Inc.

PURCHASING MECHANISM:

Cooperative Agreement

TIPS 230105 TIPS 230904

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

Texas Wesleyan University/Leadership Academy Network
The Leadership Academy at Como Elementary School
The Leadership Academy at Forest Oak
The Leadership Academy at Maude I. Logan Elementary School
The Leadership Academy at Mitchell Boulevard Elementary School
The Leadership Academy at John T. White Elementary School
The Leadership Academy at Leonard Middle School
School Choice and Enrollment

RATIONALE:

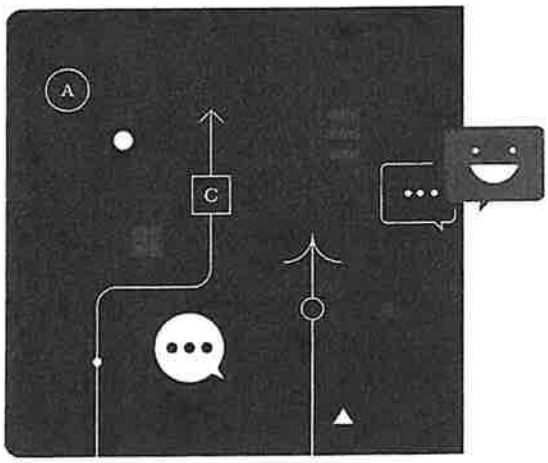
This purchase will provide the 6 campuses under the Leadership Academy Network with key concepts, practices, and professional development upon which accelerated literacy improvement is likely for the 2025 – 2026 school year. Amira Learning, Inc. resources and their professional development will provide teachers the tools for improving student literacy in the upcoming school year.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

AMIRA



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Growth Engine

Upgrade to the Next Generation of Amira

See What's Coming for Istation and Amira Customers

Asses. Instruct. Tutor. Upgrading to the new Amira's A-I-T Reading Suite ensures deeper insights, core-aligned instruction, and research-validated tutoring that translates to **reading growth for every student.**

5214F Diamond Heights Blvd, #3255, San Francisco, CA 94131 | 866-883-7323 | info@amiralearning.com

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

AMIRA

Assess with Accuracy—More Measurement Points, Deeper Insight

The upgraded Amira ISIP is more powerful than ever, offering **criterion- and norm-referenced insights and new ways to assess reading skills**. With unmatched precision, Amira measures more skills, analyzes more data points, and provides deeper insights. It is the best of both Istation and Amira!

You get:

- **Science of Reading-Based, Productive Assessment** – A read-aloud, AI-driven assessment that evaluates reading skills across Scarborough's Reading Rope in 20 minutes or less, in both English and Spanish.
- **Comprehensive & Adaptive Skill Measurement** – Goes beyond Oral Reading Fluency (ORF) to assess decoding, phonemic awareness, spelling/encoding, vocabulary, and listening comprehension, adapting to keep students in their Zone of Proximal Development (ZPD).
- **AI-Proctored, Teacher-Friendly Design** – Amira proctors, models, listens, measures, and analyzes in real time—eliminating the need for extensive teacher training, manual scoring, and time-consuming data analysis.
- **Norm & Criterion-Referenced Insights** – Provides dynamic, actionable reports, including longitudinal growth tracking, tiered and group reports, grade level achievement scores, and state standards-based insights.

Why It Matters:

With **10x more measurement points captured** than traditional computer adaptive tests, Amira provides an equitable, non-biased, research-based measure of student progress, ensuring early identification of reading challenges.

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AMIRA

Instruct: Align Your Instructional Framework to Student Needs in Real Time

Amira Instruct connects Assess and Tutoring to core-aligned strategies that make every teaching moment intentional. By **driving core-coherence**, it ensures instruction is purposeful and moves every student forward with next steps directly connected to your core scope and sequence.

You get:

- **Curriculum-Coherent AI Lesson Planner** – Morphs to a district's core curriculum scope and sequence, ensuring every instructional moment is tied to your instructional framework.
- **Core-Coherent Assignments** – Teachers can group Tier 1, 2, and 3 students by skill need, assign micro-lessons aligned to their curriculum, and track progress across Scarborough's Reading Rope, ensuring cohesion between assessment, instruction, and practice.
- **Diagnostic-Driven, Individualized Instruction** – AI morphs to district curricula, generating Individualized Reading Instruction Plans (IRIPs) that map directly to scope and sequence.
- **Action Alerts & Real-Time Data Updates** – Surfaces the most critical insights, ensuring no student slips through the cracks and guiding educators to the next best step in instruction.
- **Amira Bot for Instant Teacher Support** – AI-powered assistance directly within the dashboard, answering instructional questions on demand.

Why It Matters:

Amira Instruct doesn't just deliver differentiated instruction—it drives coherence by ensuring that assessment, instruction, and tutoring work as a seamless system within your instructional framework. Teachers teach and AI handles the heavy lifting – keeping daily and weekly literacy goals aligned to core instruction. No other company offers this novel technology!

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Tutor: Evidence-Based, AI-Guided 1:1 Support

Amira Tutor delivers high-dosage, **research-backed reading practice that outperforms human tutoring**, helping students build fluency, comprehension, and confidence.

You get:

- **Individualized, Productive Practice** – Students engage by reading aloud in structured, daily formative diagnostics aligned with the Science of Reading.
- **Real-Time Micro-Interventions** – AI delivers just-in-time scaffolding, using research-based techniques like Elkonin sound boxes and explicit decoding strategies.
- **Socratic Dialogue for Comprehension** – Builds inferencing, vocabulary, and deep reading skills through guided discussion with fluent students.
- **Expanded Micro-Lesson Library** – Now includes hundreds of additional micro-interventions enhancing fluency, decoding, and comprehension.
- **Core-Coherent Practice** – Directly links to teacher-assigned skills in Instruct, ensuring tutoring aligns with classroom instruction.

Why It Matters:

Amira Tutor has been independently validated to accelerate reading growth, generating **8 to 17 additional weeks of progress annually**, surpassing traditional interventions. We've got the evidence to prove it!

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Why Upgrade?

- **A Fully Integrated A-I-T Learning Cycle** – With the power of AI, assessment informs instruction, instruction powers tutoring, and tutoring reinforces assessment, creating a seamless growth engine for students.
- **Built for Science of Reading-Aligned Districts** – Supports structured literacy approaches and ensures instructional coherence at every level, for all tiers.
- **Less Testing, More Learning** – Screening and progress monitoring happen seamlessly during the reading block—no extra testing time needed. Students stay engaged, unaware they're being assessed, while teachers get real-time insights for timely interventions.
- **Expanded Micro-Lesson Library** – Now includes hundreds of additional micro-interventions enhancing fluency, decoding, and comprehension.
- **Core-Coherent Practice** – Directly links to teacher-assigned skills in Instruct, ensuring tutoring aligns with classroom instruction.

Amira's **next-generation AI solution** ensures that every student receives the precise support they need—at the right time, in the right way.

Contact your Amira Learning representative to learn more about current customer special pricing - this year only!

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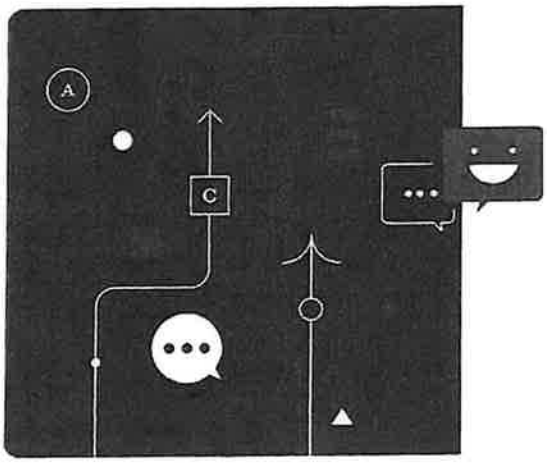
AMIRA



THE INTELLIGENT
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Quote

Amira Q-74204

Prepared For

Fort Worth Independent School District
Fort Worth Independent School District
District Service Center /
ACCOUNTS PAYABLE
7060 Camp Bowie Blvd
Fort Worth, TX, 76116

Your Amira Partner

Sarah Cude
Partnership Manager
sarah.cude@amiralearning.com
(806) 445-7038

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AMIRA

Quote: Q-74204
Prepared For: Fort Worth Independent School District
Expires On: 8/31/2025

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

AMIRA

Quote: Q-74204
Prepared For: Fort Worth Independent School District
Expires On: 8/31/2025

QTY	Product	Campus	Start Date	Months	Sales Price
1	Amira Reading Suite (Existing Campus)	Como Elementary	8/01/2025	12	$12,388.00
1	Amira Reading Suite (Existing Campus)	Forest Oak Middle School	8/01/2025	12	$14,535.00
1	Amira Reading Suite (Existing Campus)	John T White Elementary	8/01/2025	12	$7,210.50
1	Amira Reading Suite (Existing Campus)	Leonard Middle School	8/01/2025	12	$12,388.00
1	Amira Reading Suite (Existing Campus)	Maude I Logan Elementary	8/01/2025	12	$12,388.00
1	Amira Reading Suite (Existing Campus)	Mitchell Boulevard Elementary	8/01/2025	12	$7,210.50

QTY	Product	Campus	Start Date	Months	Sales Price
98	Istation Lectura (Student Account)	Como Elementary	8/01/2025	12	$2,793.00
78	Istation Lectura (Student Account)	John T White Elementary	8/01/2025	12	$2,223.00
188	Istation Lectura (Student Account)	Maude I Logan Elementary	8/01/2025	12	$5,358.00
122	Istation Lectura (Student Account)	Mitchell Boulevard Elementary	8/01/2025	12	$3,477.00

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AMIRA

Quote: Q-74204
Prepared For: Fort Worth Independent School District
Expires On: 8/31/2025

Start Date: 9/01/2025	Term: 12	End Date: 7/31/2026

List Amount	$84,180.00
Discount Amount	$4,209.00
Tax Amount	$0.00
Customer Total	$79,971.00

TIPS Contract #230105 and #230904

Disclaimer: Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

AMIRA

Quote: Q-74204
Prepared For: Fort Worth Independent School District
Expires On: 8/31/2025

- Email your Purchase Order, including the provided quote number, to **orders@amiralearning.com**.
- Digitally sign the contract provided upon commitment with your Amira partner.

Amira Terms of Use: https://amiralearning.com/amira-terms
Amira Privacy Policy: https://amiralearning.com/amira-privacy
Istation Terms of Use: https://amiralearning.com/istation-terms
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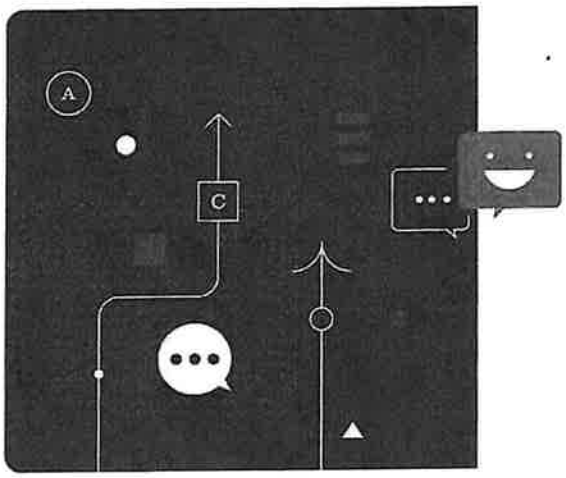
AMIRA LEARNING



THE INTELLIGENT
Growth Engine

Quote

Amira Q-74211

Prepared For

Fort Worth Independent School District
Fort Worth Independent School District
District Service Center /
ACCOUNTS PAYABLE
7060 Camp Bowie Blvd
Fort Worth, TX, 76116

Your Amira Partner

Sarah Cude
Partnership Manager
sarah.cude@amiralearning.com
(806) 445-7038

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

Quote: Q-74211
Prepared For: Fort Worth Independent School District
Expires On: 12/31/2025

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

AMIRA

Quote: Q-74211
Prepared For: Fort Worth Independent School District
Expires On: 12/31/2025

Professional Development Onsite - Full Day

Amira On-Site (up to 8 hours) - In-person workshops to deepen educators' knowledge and customized to your district's specific needs (must be used in current subscription term)

QTY	Product	Campus	Start Date	Months	Sales Price
9	Professional Development Onsite - Full Day			12	$32,319.00

Start Date: Term: 12 End Date:

List Amount	$35,910.00
Discount Amount	$3,591.00
Tax Amount	$0.00
Customer Total	$32,319.00

Docusign Envelope ID: 84015896-D835-4B02-A38D-9D46914F6846

Quote: Q-74211
Prepared For: Fort Worth Independent School District
Expires On: 12/31/2025

Disclaimer: Pricing is as quoted and is subject to change based on any modifications to bundle configurations, enrollment updates, or other adjustments. Additional options are to be paid in full. Totals include applicable taxes, which should be reflected on your Purchase Order (if applicable).

To avoid delays in processing your order, please ensure the following:

- Email your Purchase Order, including the provided quote number, to **orders@amiralearning.com**.
- Digitally sign the contract provided upon commitment with your Amira partner.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF HIGH IMPACT LITERACY TUTORING PROGRAM FOR LEADERSHIP ACADEMY NETWORK FOR THE 2025 – 2026 SCHOOL YEAR

BACKGROUND:

When children begin school without a strong foundation, they are likely to fall behind. Leadership Academy Network will pilot a high impact tutoring program that will allow students to develop reading skills and literacy confidence. Students will partner 1-1 with a tutor, focusing individual student literacy needs.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of High Impact Literacy Tutoring Program for Leadership Academy Network for the 2025 – 2026 School Year
2. Decline to Approve Purchase of High Impact Literacy Tutoring Program for Leadership Academy Network for the 2025 – 2026 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of High Impact Literacy Tutoring Program for Leadership Academy Network for the 2025 – 2026 School Year

FUNDING SOURCE:	***Additional Details***
Special Revenue	499-13-6299-510

.

COST:

$60,740

VENDOR(S)/PROVIDER(S):

The University of Texas at Austin, Charles A. Dana Center

PURCHASING MECHANISM:

Interlocal Agreement

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

Texas Wesleyan University/Leadership Academy Network
The Leadership Academy at Como Elementary School
School Choice and Enrollment

RATIONALE:

The Literacy First program, operated by the Charles A. Dana Center at The University of Texas at Austin, will play a pivotal role in helping support targeted early intervention, one-on-one tutoring, and data driven instruction. By integrating these components, Literacy First addresses the critical need for early literacy development, laying a strong foundation for students' future academic success.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

Exhibit A – Services

Literacy First Proposal: High Impact Tutoring Pilot

Goal: Literacy First will partner with the Leadership Academy Network (LAN) and the Fort. Worth Independent School District to pilot the Literacy First High-Impact Tutoring Capacity Building Model at one elementary school campus with one District Lead Coach and 9 tutors, focusing on serving K-3rd grade students who qualify for Literacy First reading interventions. The Capacity Building Model utilizes a gradual release strategy over a 2-3 year period, aimed at empowering LAN/FWISD to independently sustain the program long term.

Services Provided:

- **Training – 5** days of Pre-Service Training (9 tutors/1 District Lead Coach)
- **Coaching** – 1 day/week coaching from a Literacy First Coach at campuses (virtual coaching with periodic in-person site visits)
- **Site Visits** – 3 In-Person Site Visits (BOY, MOY, EOY)
- **Materials** – 10 sets of LF materials (Literacy First curricula, tutoring supplies, etc.)

Data Services

- 10 Tutor Central (Salesforce) licenses (9 tutors, 1 District Lead Coach)
- 2 Spring Data Meetings (one at each campus)
- Data reports, monitoring, and IT support

Consulting and District Support

- Up to 2 District Project Review meetings
- Ongoing consulting, coaching, and training support
  - Infrastructure/district-level tools
  - New materials guidance
  - Ongoing tutor training material

Cost:

UT employment cost	$46,352
Materials and Supplies (curriculum reorders, Salesforce licenses)	$3,444
Travel	$4,763
Meeting/Training Cost	$3,374
Indirect Costs (UT requirement)	$2,807
Total project costs	$60,740

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM APPLICATION FOR THE 2025-2026 SCHOOL YEAR**

BACKGROUND:

The Optional Flexible School Day Program (OFSDP) allows districts to provide flexible hours and days of attendance for students who meet at least one of the requirements of the Texas Education Code 29.0822(a).

For eligibility, the student needs to meet one of the following conditions:

- the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
- the student is attending a campus implementing an approved innovative campus plan; or
- the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
- the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
- the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

OFSDP is designed to meet the instructional needs and flexibility of our students in our Early College High Schools and Success High School credit recovery and dropout prevention program. The (OFSDP) program affords students the flexibility to attend college and high school courses when offered, which can include courses outside of normal school hours and days.

A student attending an OFSDP may be counted in attendance for the actual number of contact hours the student receives, not to exceed 1,080 hours per twelve-month period (180 6-hour school days, where one day is the equivalent of 360 minutes of teaching) including summer and vacation sessions, which is equivalent to one full-time student.

State required minutes of 75,6000, transportation, UIL competition, and FWISD attendance policies were considered and discussed when completing the OFSDP application and is an opt-in program for students.

Attached is a copy of the Application for TEA Optional Flexible School Day Program (OFSDP).

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1.Approve Optional Flexible School Day Program Application for the 2025-2026 School Year
2.Decline to Approve Optional Flexible School Day Program Application for the 2025-2026 School Year
3.Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Optional Flexible School Day Program Application for the 2025-2026 School Year

FUNDING SOURCE:	***Additional Details***
No Cost	Not Applicable

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Texas Education Agency

PURCHASING MECHANISM:

Not a Purchase

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

Marine Creek Collegiate High School
Tarrant County College South / Fort Worth ISD Collegiate High School
Texas Academy of Biomedical Sciences
Dunbar High School (ECHS/PTECH Academy and Summer Credit Recovery)
OD Wyatt High School (ECHS Academy and Summer Credit Recovery)
Polytechnic High School (PTECH Academy and Summer Credit Recovery)
Northside High School (PTECH Academy and Summer Credit Recovery)
Eastern Hills High School (PTECH Academy and Summer Credit Recovery)
Carter Riverside High School (PTECH Academy and Summer Credit Recovery)
South Hills High School (PTECH Academy and Summer Credit Recovery)
Diamond Hill Jarvis High School (PTECH Academy and Summer Credit Recovery)
Southwest High School (ECHS Academy and Summer Credit Recovery)

Young Men's Leadership Academy (PTECH Academy and Summer Credit Recovery)
IM Terrell (TSTEM Academy and Summer Credit Recovery)
Success High School (PTECH, and Summer Credit Recovery, and Drop Out Recovery)
Arlington Heights High School (Summer Credit Recovery Only)
Paschal High School (Summer Credit Recovery Only)
Trimble Tech High School (Summer Credit Recovery Only)
Western Hills High School (Summer Credit Recovery Only)
Benbrook High School (Summer Credit Recovery Only)
Young Women's Leadership Academy (Summer Credit Recovery Only)
World Languages Institute (Summer Credit Recovery Only)

RATIONALE:

Approval of the Optional Flexible School Day Program for the 2024-2025 school year will provide increased student achievement and flexibility for school personnel, parents, students, and the community regarding the current school year. This program will also allow families to have increased flexibility for college courses, as well as, opportunities for credit recovery and community dropout prevention.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: 48C01004-5FDF-4E7A-9749-5718C418B1C5

Texas Education Agency

APPLICATION

Updated May 2025

Optional Flexible School Day Program (OFSDP)

2025-2026 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. The board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two). Please note that, pursuant to TAC 129.1027, a progress report for OFSDP may be required to be included in subsequent annual applications starting the 2026-2027 school year.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

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Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in the program.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

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Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

For Worth Independent School District
(Legal Name of School District or Open-Enrollment Charter School) located at

7060 Camp Bowie Blvd., Fort Worth, TX 76116
(Physical Address)

hereinafter referred to as “district."

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix Five**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess the progress of students participating in theprogram.

Article V – General and Special Provisions to the Agreement

Each provision marked with an "X" below is hereby attached and incorporated by reference as part of this document:

[☒] Appendix One, Assurances

[☒] Appendix Two, Board Approval

[☒] Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)

[☒] Appendix Four, District Contacts

[☒] Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Docusign Envelope ID: 48C01004-5FDF-4E7A-9749-5718C418B1C5

Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix Five should be at least thirty (30) days after the application is submitted.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Mohammed Choudhury

Signed by: Mohammed Choudhury
8129C84585DB455...
Authorized Signature

Typed Title Deputy Superintendent

Docusign Envelope ID: 48C01004-5FDF-4E7A-9749-5718C418B1C5

Appendix One
Assurances

The definition of the terms of the application applies to Appendix One, Assurances. The school district or open-enrollment charter school, hereinafter called "district," does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student is attending a campus implementing an approved innovative campus plan; or
   - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
   - the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
   - by the student, if the student is over 18 years of age; or
   - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;

2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;

3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;

4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;

5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);

6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance, including filing truancy charges, if appropriate;

7. to track the number of minutes the student receives instruction each day and to complywith applicable sections of the Student Attendance Accounting Handbook.

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8. to comply with all reporting requirements established by the TEA;

9. not to discriminate based on disability, race, color, national origin, religion, or sex; and

10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Roxanne Martinez, President- Fort Worth ISD Board of Trustees, 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President Date

Dr. Karen Molinar, Superintendent- Fort Worth ISD, 817-814-1950

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Docusign Envelope ID: 48C01004-5FDF-4E7A-9749-5718C418B1C5

Appendix Two
Board
Approval

The definition of terms of the application applies to Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: July

Day: 22

Year: 2025

Time: 5:30 pm

Location: Fort Worth ISD District Service Center, 7060 Camp Bowie, FW, TX 76116

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Roxanne Martinez, President- Fort Worth ISD Board of Trustees, 817-814-2000

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President Date

Dr. Karen Molinar, Superintendent- Fort Worth ISD, 817-814-1950

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Docusign Envelope ID: 48C01004-5FDF-4E7A-9749-5718C418B1C5

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. Only responses in the specified format will be accepted. Do not submit any other documents in place of Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission. If a question does not apply, please indicate "N/A" next to its number.

1. Describe the program goals and objectives. ***Note:*** *Pursuant to TAC 129.1027, a progress report for OFSDP may be required to be included in subsequent annual applications starting the 2026-2027 school year.*

2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times courses are available.

3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.

4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtains student and parental consent for OFSDP participation.

5. Indicate the estimated number of OFSDP students that will be served per teacher.

6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. NOTE: Absences and days present do not exist in the OFSDP

   Explain the following:

   a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
   b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
   c. How will the district ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. ***Note:*** *It is recommended that the district apply the following formula to determine the maximum OFSDP*

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minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.

d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.

e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.

9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):

   a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status, and the name of the accrediting agency.

   b. Indicate how students will be offered or provided referrals for mental health services.

10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):

    a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.

    b. Describe the individual learning plan or process used to monitor each student's progress.

    c. Indicate how students will be served by an academic coach and local advocate.

    d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.

    e. Provide the location and a brief description of the in-person student engagement center.

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Appendix Four
District
Contacts

The definition of terms of the application applies to Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contacts for the Application

District/Charter School Superintendent:	Dr. Karen Molinar
Mailing Address:	7060 Camp Bowie
City, State, Zip Code:	Fort Worth, TX 76116
Telephone Number:	817-814-1950
Email Address:	Karen.Molinar@FWISD.Org

District PEIMS Coordinator:	Rhonda Fields
Email Address:	Rhonda.Fields@FWISD.Org

OFSDP Contact Name:	Mohammed Choudhury
Email Address:	Mohammed.Choudhury@FWISD.Org

OFSDP Contact Name:	Robert Wright
Email Address:	Robert.Wright@FWISD.Org

NOTE: Most of the contact for the approved OFSDP is done via email. Valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

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Appendix Five

Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the **OFSDP webpage** under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. **The application (in PDF file format)**
2. **Appendix Three (in PDF file format)**
3. **Appendix Five (in MS Excel file format)**

***All file names should include the district/charter school's name**

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE 2026 ADVANCED PLACEMENT EXAM FEE

BACKGROUND:

The Advanced Placement (AP) program is a college preparatory program offered at all Fort Worth ISD (FWISD) high schools and two middle school sites offering AP World Language programs. FWISD offers all 36 AP course offerings. All AP teachers are required to submit a professional syllabus to AP Audit online system to ensure course instruction adheres to guidelines. Postsecondary Success Specialists are the 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 and/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 PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve 2026 Advanced Placement Exam Fee
2. Decline to Approve 2026 Advanced Placement Exam Fee
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2026 Advanced Placement Exam Fee

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6499-221

COST:

$585,000

VENDOR(S)/PROVIDER(S):

College Board

PURCHASING MECHANISM:

Sole Source

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

Amon Carter-Riverside High School
Applied Learning Academy
Arlington Heights High School
Daggett Middle School
South Hills High School
Daggett Montessori
Diamond Hill-Jarvis High School
J.P. Elder Middle School
Paul Laurence Dunbar High School
The Leadership Academy at Forest Oak Middle School
Eastern Hills High School
J. Martin Jacquet Middle School
North Side High School
William James Middle School
Polytechnic High School
Kirkpatrick Middle School
RL Paschal High School
Leonard Middle School
Trimble Technical High School
W.P. McLean Middle School
Southwest High School
Jean McClung Middle School
Western Hills High School
Meacham Middle School
O.D. Wyatt High School
Meadowbrook Middle School
Benbrook Middle/High School
William Monnig Middle School
International Newcomer Academy
Morningside Middle School
Young Women's Leadership Academy
Riverside Middle School
Texas Academy of Biomedical Science
Rosemont Middle School
Young Men's Leadership Academy
Stripling Middle School
World Languages Institute
Wedgwood Middle School
Marine Creek Collegiate
I.M. Terrell Academy for STEM & VPA
TCC South/FWISD Collegiate Academy
Success High School

RATIONALE:

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 2025, students took 8,793 AP exams. This year we plan to administer 9500 AP exams and project growth in the number of students receiving a qualifying score leading to more opportunities for our students.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE RATIFICATION FOR TRANSLATION AND INTERPRETATION SERVICES FOR DISTRICT WIDE USAGE

BACKGROUND:

Our district has students that speak more than 100 different languages. Translation and interpretation services support our effort to communicate effectively with our parents and community members. There has been an increased demand for translation services to support both students and parents. This includes American Sign Language (ASL) interpretation as well as translation services in other languages, particularly in preparation for graduation-related events.

STRATEGIC PRIORITY:

2 - Student and Family Engagement

ALTERNATIVES:

1. Approve ratification for Translation and Interpretation Services for District-Wide Usage
2. Decline to Approve ratification for Translation and Interpretation Services for District-Wide Usage
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve ratification for Translation and Interpretation Services for District-Wide Usage

FUNDING SOURCE:	***Additional Details***
General Fund	199-61-6299-370

COST:

$110,000.00	Initial Approved Amount
$ 25,000.00	Additional Amount
$135,000.00	Total Cost

VENDOR(S)/PROVIDER(S):

Translation & Interpretation Network, LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFP# 20-054

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

District wide

RATIONALE:

Our goal is to support campuses and district offices in communicating effectively with our FWISD parents and community. We support district events and FWISD community engagement activities, and this helps us ensure families are well informed.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

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TRANSLATION & INTERPRETATION NETWORK

SCHEDULE OF FEES

Pricing, terms, and conditions stated herein are guaranteed for 90 days or the term of a contract.

EXHIBIT A - Price List

INTERPRETATION SERVICES

ONSITE

Language	Rate per Hour	Minimum Appt Time (MAT)	After MAT 15-Min Increments	Rate Per Mile	Rate After Hours Appt	Emergency Rate (less than 24-hour notice)
Spanish	$54.00	2 Hours	$13.00	$0	$62.00	$69.00
Other Spoken Languages	$64.00	2 Hours	$14.75	$0	$69.00	$79.00
American Sign Language (ASL)	$79.00	2 Hours	$18.75	1-Hr	$85.00	$95.00
ASL Tactile	$135.00	2 Hours	$33.75	1-Hr	$155.00	$155.00
CART	$149.00	2 Hours	$37.25	1-Hr	$159.00	$180.00

- TIN's business hours are 8:00am – 5:00pm Central Time, Monday-Friday.
- An appointment outside these hours or on major holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving Day, and Christmas Day) will be considered an *After-Hours* appointment.
- Any appointment cancelled less than 24 hours before the start time will be charged the two-hour minimum.
- Any appointment scheduled over 2 hours and cancelled less than 24 hours before the start time will be charged the amount of time requested for the appointment plus travel time, regardless of the cause (for example weather conditions, disaster, closings, internal emergencies).
- Travel time and additional travel expenditures may be added to appointments taking place outside of TIN's normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.

SCHEDULED VIDEO REMOTE INTERPRETATION (VRI)

Language	Per Minute Rate	Minimum Appointment Time (MAT)	After MAT Per Minute Rate
Spanish	$1.19	1 Hour	$1.19
Other Spoken Languages	$1.59	1 Hour	$1.59
American Sign Language (ASL)	$2.59	1 Hour	$2.79

- All appointments are subject to one-hour minimum charge or the amount of time requested for the appointment.
- Any appointment cancelled less than 24 hours before the start time will be charged for the minimum one hour or the amount of time requested for the appointment, regardless of the cause (for example weather conditions, disaster, closings, internal emergencies).

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- Computer, laptop, iPad, or tablet required.
- We recommend that you schedule ARD appointments with sufficient time for your requirements as we cannot guaranty that the interpreter is able to remain on the call after the scheduled time.

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TRANSLATION & INTERPRETATION NETWORK

SCHEDULE OF FEES

Pricing, terms, and conditions stated herein are guaranteed for 90 days or the term of a contract.

CONFERENCE/SIMULTANEOUS INTERPRETATION

- TIN accommodates conference/simultaneous interpreting and upon request for same will provide a quote based on customer needs
- Conference equipment, streaming and transcription services will be included in the quote
- TIN's business hours are 8:00am – 5:00pm Central Time, Monday-Friday.
- An appointment outside these hours or on major holidays (New Year's Day, Martin Luther King Day, Memorial Day, Independence Day/July 4th, Labor Day, Thanksgiving Day, and Christmas Day) will be considered an *After-Hours* appointment.
- Any appointment cancelled less than 24 hours before the start time will be charged the two-hour minimum.
- Any appointment scheduled over 2 hours and cancelled less than 24 hours before the start time will be charged the amount of time requested for the appointment plus travel time, regardless of the cause (for example weather conditions, disaster, closings, internal emergencies).
- Travel time and additional travel expenditures may be added to appointments taking place outside of TIN's normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.

COURT CERTIFIED INTERPRETERS

Language	Rate per Hour	Minimum Appt Time (MAT)	After MAT 15-Min Increments	Rate per Mile	Rate After Hour Appt	Emergency Rate (less than 24-hour notice)
Spanish	$95.00	2 Hours	$23.75	$0	$105.00	$125.00
Other Languages	$95.00	2 Hours	$23.75	$0	$105.00	$125.00
American Sign Language (ASL)	$125.00	2 Hours	$31.25	1 hour	$150.00	$150.00

- TIN's business hours are 8:00am – 5:00pm Central Time, Monday-Friday.
- An appointment outside these hours or on major holidays will be considered an *After-Hours* appointment.
- Any appointment cancelled less than 24 hours before the start time will be charged the two-hour minimum.
- Any appointment scheduled over 2 hours and cancelled less than 24 hours before the start time will be charged the amount of time requested for the appointment plus travel time, regardless of the cause (for example weather conditions, disaster, closings, internal emergencies).
- Travel time and additional travel expenditures may be added to appointments taking place outside of TIN's normal geographic operating areas.
- Requester will be made aware of additional charges before the appointment is confirmed.

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CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND SAFE HAVEN FOR THE TERM OF ONE YEAR, ENDING WITH THE 2025-2026 SCHOOL YEAR

BACKGROUND:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. Safe Haven is a residential facility for youth located within the Fort Worth ISD and operated by Safe Haven, an agency that provides 24-hour care, control, custody for students between the ages of 5 and 17 years old. FWISD funds two (2) Full-Time Equivalent (FTE) teacher positions for this location.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Memorandum of Understanding between Fort Worth Independent School District and Safe Haven for the term of one year, ending with the 2025-2026 school year
2. Decline to Approve the Memorandum of Understanding between Fort Worth Independent School District and Safe Haven for the term of one year, ending with the 2025-2026 school year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Memorandum of Understanding between Fort Worth Independent School District and Safe Haven for the term of one year, ending with the 2025-2026 school year

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Safe Haven

PURCHASING MECHANISM:

Not a Purchase

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

Student Discipline and Placement
FWISD students who are placed at Safe Haven

RATIONALE:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. Safe Haven is a residential facility for youth located within the Fort Worth ISD and operated by Safe Haven, an agency that provides 24-hour care, control, custody for students between the ages of 5 and 17 years old. FWISD funds two (2) Full-Time Equivalent (FTE) teacher positions for this location.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: 7233485F-2570-4598-9666-678031B675F0

MEMORANDUM OF AGREEMENT
BETWEEN THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND
SAFE HAVEN

This Memorandum of Agreement is made and entered into as of the date of execution by both parties below by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and legally constituted independent school district located within Tarrant County, Texas (also referred to as the "District") and Safe Haven (hereinafter the "Facility" or "Organization"). The District and Facility may be referred to individually as a "Party", and collectively as the "Parties".

WHEREAS, this Memorandum of Agreement ("Agreement") between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency ("TEA"), in the 2025-2026 school year Standard Application System ("SAS"), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the Parties will make available an October caseload count of children and youth being served by the facility to TEA, and TEA will advise the District of the number of students to be served and the amount of funding granted.

NOW. THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed the District and the Facility as follows:

TERMS AND CONDITIONS

I. Term

The term of this Agreement (the 'Term") is from [August 1, 2025] through [May 31, 2026], unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

II. Description of Collaborative Professional Services (District / Organization)

1. Provide high-quality education programs that support the academic progress of children and youth.
2. Provide activities that facilitate the transition of youth from the program into an institution to further education and employment.
3. Provide high school completion activities/requirements for children and youth.
4. Facilitate social and emotional learning activities for children and youth
5. Provide general classroom management/student conduct support (Organization will

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manage serious student misconduct that includes but is not limited to physical aggression, verbal aggression, and or conduct that creates a safety concern) .

6. Establish and maintain a safe, orderly, and welcoming learning space/classroom for children and youth.

III. District's Responsibilities/Obligations:

1. Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school.
2. Provide, to the extent possible, transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.
3. Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility.
4. Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth.
5. Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards.
6. Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
7. Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities.
8. Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth.

IV. 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.

V. 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

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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. Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

VI. 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 MOA. This MOA 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 MOA 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: Mark Cerja and Cynthia San Martin
7060 Camp Bowie Blvd.
Fort Worth, Texas 76107

With Copies to:
Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, Texas 76107

Docusign Envelope ID: 7233485F-2570-4598-9666-678031B675F0

To Facility:
Safe Haven
[Ronna Huckaby]
1010 N. Center Street
Arlington, Texas 76011

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.
13. Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
14. 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.
15. Non-Discrimination. The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

VII. Signatory Clause

Docusign Envelope ID: 7233485F-2570-4598-9666-678031B675F0

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.

Facility

By: Ronna Huckaby, MEd, LPCS

Printed Name: RONNA HUCKABY MEd LPCS

Title: Chief of Mission

Date: 2.11.25

Fort Worth Independent School District:

By: Sandra DB

Printed Name: Dr. Sandra Benavidez

Title: Executive Director

Date: 5/26/25

Approved as to Form:

By:

Attorney – Office of Legal Services

By: Signed by: Mohammed Choudhury 8129C815858B455

Printed Name: Mohammed Choudhury

Title: Deputy Superintendent, Learning and Leading

Date: 5/27/2025

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE 2025-2026 ACT EXAM FEE**

BACKGROUND:

The ACT is a standardized test used for college admissions in the United States, administered by ACT, Inc. It is offered at all high schools in Fort Worth ISD (FWISD) and provides opportunities for students to take the ACT to assess their readiness for college-level work. The ACT includes sections on English, Mathematics, Reading, Science, and an optional Writing test. Scores from the ACT are used by colleges and universities to make admissions decisions and to award scholarships. In Texas, students who take Biology in 8th grade are required to take the Biology end-of-course (EOC) exam to meet graduation requirements. However, to further support these students and ensure they are well-prepared for college-level science coursework, FWISD administers the ACT as a supplemental assessment. This additional testing helps to gauge students' understanding and readiness in science, providing valuable data to guide instructional support and interventions. The Texas Education Agency (TEA) supports this approach as it aligns with the goal of ensuring students are prepared for postsecondary success.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve 2025-2026 ACT Exam Fee
2. Decline to Approve 2025-2026 ACT Exam Fee
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2025-2026 ACT Exam Fee

FUNDING SOURCE:	***Additional Details***
Special Revenue	289-11-6339-807

COST:

$59,000

VENDOR(S)/PROVIDER(S):

ACT

PURCHASING MECHANISM:

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. The recommended vendor is listed above.

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

Amon Carter-Riverside High School
Applied Learning Academy
Arlington Heights High School
Daggett Middle School
South Hills High School
Daggett Montessori
Diamond Hill-Jarvis High School
J.P. Elder Middle School
Paul Laurence Dunbar High School
The Leadership Academy at Forest Oak Middle School
Eastern Hills High School
J. Martin Jacquet Middle School
North Side High School
William James Middle School
Polytechnic High School
Kirkpatrick Middle School
Paschal High School
Leonard Middle School
Trimble Technical High School
W.P. McLean Middle School
Southwest High School
Jean McClung Middle School
Western Hills High School
Meacham Middle School
O.D. Wyatt High School
Meadowbrook Middle School
Benbrook Middle/High School
William Monnig Middle School
International Newcomer Academy
Morningside Middle School
Young Women's Leadership Academy
Riverside Middle School

Texas Academy of Biomedical Science
Rosemont Middle School
Young Men's Leadership Academy
Stripling Middle School
World Languages Institute
Wedgwood Middle School
Marine Creek Collegiate
I.M. Terrell Academy for STEM & VPA
TCC South/FWISD Collegiate Academy
Success High School

RATIONALE:

Collegiate testing is a vital piece of ensuring our students are College Ready. It also provides a valuable opportunity for our students to earn scholarships and recognition, as well as providing students the required testing to meet federal accountability requirements for students who took Biology in 8th grade. Continuing this partnership allows for our students to have access to all universities across the nation and provides for equitable opportunities for all students in Fort Worth ISD.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Company Address	500 ACT Drive Iowa City, IA 52243 US	Created Date	5/22/2025
		Expiration Date	5/29/2026
		Quote Number	00005189
Prepared By	Jennifer Pitts	Account Name	FORT WORTH INDEPENDENT SCHOOL DISTRICT
Phone	(817) 913-3110		
Email	jennifer.pitts@act.org		

Product	List Price	Quantity	Total Price
DISTRICT CHOICE STATE TESTING - ACT (NO WRITING) TEST PAPER	$40.00	1,475.00	$59,000.00

Vendor name: ACT, INC
PM: 21-071 -A

Subtotal	$59,000.00
Grand Total	$59,000.00

This Quote is not a contract or invoice. It is provided for informational purposes only, does not constitute an offer, expires on the date set forth in the Quote, and may be reinstated after expiration only by written confirmation of ACT Education Corp. Stenographic and clerical errors are subject to correction. Any order or purchase of the products or services set forth in this Quote shall be subject to execution of a written agreement between ACT Education Corp. and Customer. Any terms proposed by Customer in response to this Quote are rejected unless otherwise set forth in the written agreement between the parties.

Customer will be charged applicable state and local sales taxes where required. If you are exempt from sales tax, appropriate d must be received by ACT before tax-exempt status will be applied to this order. If you have questions, please contact tax@act.org.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE MEMORANDUM OF AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND ACH CHILD AND FAMILY SERVICES FOR THE 2025-2026 SCHOOL YEAR

BACKGROUND:

Pursuit to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. ACH Child and Family Services is a residential facility located within Fort Worth ISD. ACH Child and Family Services provides 24-hour care, control, custody for students between the ages of ten (10) to seventeen (17) years of age. FWISD funds one (1) Full-time Equivalent (FTE) teacher position for the location.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Memorandum of Agreement between Fort Worth Independent School District and ACH Child and Family Services for the 2025-2026 school year.
2. Decline to Approve the Memorandum of Agreement between Fort Worth Independent School District and ACH Child and Family Services for the 2025-2026 school year.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Memorandum of Agreement between Fort Worth Independent School District and ACH Child and Family Services for the 2025-2026 school year.

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

ACH Child and Family Services

PURCHASING MECHANISM:

Not a Purchase

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

Student Discipline and Placement
Any FWISD student placed at ACH Child and Family Services

RATIONALE:

ACH Child and Family Services is a residential facility located within Fort Worth ISD. Pursuit to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: 6A574792-05DB-417F-A7F7-A6EB0D101D6B

MEMORANDUM OF AGREEMENT
BETWEEN THE
FORT WORTH INDEPENDENT SCHOOL DISTRICT AND
ACH CHILD AND FAMILY SERVICES

This Memorandum of Agreement is made and entered into as of the date of execution by both parties below by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and legally constituted independent school district located within Tarrant County, Texas (also referred to as the "District") and ACH Child and Family Services (hereinafter the "Facility" or "Organization"). The District and Facility may be referred to individually as a "Party", and collectively as the "Parties".

WHEREAS, this Memorandum of Agreement ("Agreement") between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency ("TEA"), in the 2025-2026 school year Standard Application System ("SAS"), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act ("ESEA") Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Parties will make available an October caseload count of children and youth being served by the facility to TEA, and TEA will advise the District of the number of students to be served and the amount of funding granted.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed the District, and the Facility as follows:

TERMS AND CONDITIONS

I. Term

The term of this Agreement (the "Term") is from [August 1, 2025] through [May 31, 2026], unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

II. Description of Collaborative Professional Services (District / Organization)

1. Provide high-quality education programs that support the academic progress of children and youth.
2. Provide activities that facilitate the transition of youth from the program into an institution to further education and employment.
3. Provide high school completion activities/requirements for children and youth.

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4. Facilitate social and emotional learning activities for children and youth
5. Provide general classroom management/student conduct support (Organization will manage serious student misconduct that includes but is not limited to physical aggression, verbal aggression, and or conduct that creates a safety concern).
6. Establish and maintain a safe, orderly, and welcoming learning space/classroom for children and youth.

III. District's Responsibilities/Obligations:

1. Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school.
2. Provide, to the extent possible, transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling.
3. Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility.
4. Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth.
5. Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards.
6. Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
7. Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities.
8. Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth.

IV. 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.

V. 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

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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. Organization understands and agrees that the District is prohibited from indemnifying another entity under Article III, Section 52 of the Texas Constitution.

VI. 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 MOA. This MOA 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 a representation.
3. Nothing in this MOA 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: Mark Cerja and Cynthia San Martin
7060 Camp Bowie Blvd.
Fort Worth, Texas 76107

With Copies to:
Fort Worth Independent School District
Office of Legal Services
Attn: Chief Legal Counsel
7060 Camp Bowie Blvd.
Fort Worth, Texas 76107

To Facility:
ACH Child and Family Services
(Contact Person)

Docusign Envelope ID: 6A574792-05DB-417F-A7F7-A6EB0D101D6B

3712 Wichitia Street
Fort Worth, Texas 76119
817.335.4673 or 888.296.8099

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.
13. Venue. The venue to enforce this MOU shall lie exclusively in Tarrant County, Texas.
14. 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.
15. Non-Discrimination. The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

VII. 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.

Docusign Envelope ID: 6A574792-05DB-417F-A7F7-A6EB0D101D6B

VII. 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.

Facility

By: _____

Printed Name: Wayne Carson, PhD

Title: Chief Executive Officer

Date: 5/8/2025

Fort Worth Independent School District:

By: _____

Printed Name: Dr. Sandra Benavidez

Title: Executive Director

Date: 5/26/25

Approved as to Form:

By: _____

Attorney – Office of Legal Services

By: Signed by: Mohammed Choudhury 8129C81585BB455

Printed Name: Mohammed Choudhury

Title: Deputy Superintendent of Learning and Leading

Date: 5/27/2025

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE CONTRACT RENEWAL FOR PROFESSIONAL CONSULTING SERVICES TO SUPPORT INSTRUCTIONAL EXCELLENCE AND LEADERSHIP

BACKGROUND:
Fort Worth ISD is requesting a contract renewal to continue the work of providing professional learning and instructional coaching services to the School Leadership and Curriculum and Instruction teams (executive directors, directors, principals, assistant principals, and demonstration teachers). The contract to provide services was initially awarded for the 2024 - 2025 school year with the option to renew for five additional one-year terms.

In 2024–2025, school leadership development centered on preparing for the district's forthcoming Instructional Framework and Planning Calendars. Leaders were equipped to strengthen classroom management systems that drive student engagement, deliver real-time coaching that improves instruction, and lead high-impact PLCs grounded in rigor, alignment, lesson rehearsal, and internalization. These efforts set the foundation for services that will support system wide implementation during the 2025–2026 school year.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Contract Renewal for Professional Consulting Services to Support Instructional Excellence and Leadership.
2. Decline to Approve the Contract Renewal for Professional Consulting Services to Support Instructional Excellence and Leadership.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Contract Renewal for Professional Consulting Services to Support Instructional Excellence and Leadership.

FUNDING SOURCE: OBJ

Special Revenue

Additional Details

255-23-6299-528
255-21-6299-528
255-13-6299-528
211-13-6299-0LP

COST:

$650,000.00 (Not-to-Exceed)

VENDORS(S)/PROVIDER(S):

Big Rock Educational Services, LLC (BRES)
Relay Graduate School of Education

PURCHASING MECHANISM

Competitive Solicitation
RFP #24-057

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

Districtwide

RATIONALE:

Renewing this contract for the 2025/2026 school year will further the work started during the 2024/2025 school year on real-time, in-the-moment coaching practices that strengthen teacher development and improve student outcomes.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Exhibit A

Fort Worth ISD Form 690 Exhibit A - Services

A. Specific Services to be Performed by Consultant

Service 1 Professional Development

- Big Rock Educational Services (BRES) provides 8 days of Professional Development to designated Fort Worth ISD Executive Directors and district leadership. The Professional Development sessions may be covering and are not limited to the big rocks of Classroom Rigor and Student Culture, aligned to *Paul Bambrick Santoyo's Leadership Levers (Equitable Student and Staff Culture, Professional Development, Planning, Managing Effective Leadership Teams)*. Professional Development Days may be utilized as implementation planning coaching sessions if collaboratively determined by Fort Worth ISD and BRES.

Service 2 Implementation Planning

Objective

- BRES provides 191 implementation planning coaching sessions to create/revise all big rock documents, frameworks, rubrics, trackers, exemplars, etc. to support district leadership in project implementation and learning.

- **Timeline of Project**
  - Upon approval of PO/contract – June 2026 (exact dates to be determined by BRES and Fort Worth ISD)

B. Total Project Cost:

- **$500,000**

As full compensation for the Services provided, Client will make payment following satisfactory completion of the Services, and the payment schedule below, in an amount NOT TO EXCEED $500,000 inclusive of all fees and allowable expenses.

C. Payment Schedule

Consultant will invoice Client in four installments. Invoices will be sent 30 days prior to the Payment Due Date. A detailed breakdown of the Payment Schedule is provided below.

Installment	Payment Amount	Payment Due Date
1	$140,000	August 31, 2025
2	$140,000	October 31, 2025
3	$110,000	January 31, 2026
4	$110,000	June 30, 2026 or 30 days after completion of services

Customized Coaching and Training - Leader Professional Development (Round 1) *July - September 2025*		
Description	**What this entails**	**In-Person Fee**
Enhance your organization's leadership with Relay's practice-based professional development (PD). Create a customized scope of professional learning rooted in the proven principles of *Leverage Leadership* by Paul Bambrick-Santoyo. Led by expert faculty, our training is delivered locally and seamlessly integrated into your professional development calendar. See below for leadership professional development training selected for your executive leadership team and school based instructional teams.	Five Total Sessions: - Four sessions for demo teachers (two sessions for Elementary teachers and two sessions for Secondary teachers) - One session for Elementary School Assistant Principals Cost Includes digital course materials including one pagers and session hand-outs Cost does not include printing, operational support (if needed), AV, food and beverage, and venue, but can be updated to include these services	***$70,000*** *$14,000 per session for 51-99 participants*

Professional Development Session #1: High Leverage Action Steps (Demo Teachers & ES APs)
Session Description:
This is the first session of a two-part professional development series with Relay Graduate School of Education. This initial session is designed for instructional leaders/coaches to deepen their understanding of effective leadership practices that support teacher development and student success. Through a combination of strategic frameworks, actionable tools (Get Better Faster Scope & Sequence and Trust Generators), and intentional practice, leaders will gain valuable insights into how they can enhance their coaching effectiveness, foster trust among their teacher teams, and provide clear what/how action steps to improve teacher practice and student learning.

Professional Development Session #2: Planning & Leading Practice Clinics (Demo Teachers)
Session Description:
In our next session with Relay Graduate School of Education, school leaders will learn an efficient and effective way to coach and lead teachers - Practice Clinics. Utilizing the See It/Name It/Do It framework, videos, scripting and intentional practice, leaders will identify an anticipated instructional gap to address in the upcoming school year that will strengthen teacher practice, and improve student outcomes. Leaders can leverage Practice Clinics again and again to address gaps and/or improve practice across their school. Practice clinics are especially helpful when training teachers on key routines, procedures, and teacher expectations during back-to-school PD.

Round 1 Cost: $70,000

Customized Coaching and Training - Leader Professional Development (Round 2) *October - December 2025*		
Description	**What this entails**	**In-Person Fee**
Enhance your organization's leadership with Relay's practice-based professional development (PD). Create a customized scope of professional learning rooted in the proven principles of *Leverage Leadership* by Paul Bambrick-Santoyo. Led by expert faculty, our training is delivered locally and seamlessly integrated into your professional development calendar. See below for leadership professional development training selected for your executive leadership team and school based instructional teams.	Four sessions for demo teachers (two sessions for Elementary teachers and two sessions for Secondary teachers) Cost Includes digital course materials including one pagers and session hand-outs Cost does not include printing, operational support (if needed), AV, food and beverage, and venue, but can be updated to include these services	**$56,000** *$14,000 per session for 51-99 participants*
Professional Development Session #3: Real Time Coaching (Demo Teachers) **Session Description:** In our next session with Relay Graduate School of Education, we will build on our skills at identifying action steps for teachers and use real time feedback to increase teacher instructional skills, and thus student learning, in the moment. We explore how to build a culture where real time feedback is supportive, collaborative and effective, thus ensuring students don't have to wait to learn more. **Professional Development Session #4: Practice Clinic: Strengthening Real Time Coaching (Demo Teachers)** **Session Description:** In the fourth session with Relay Graduate School of Education, Demo Teachers will engage in a Practice Clinics to improve the effectiveness of their real time coaching. FWISD leadership and Relay Coaches will collaborate to identify a trending gap and customize a practice clinic to strengthen the effectiveness and efficiency of Demo Teachers' ability to provide real time feedback to teachers that improves student learning and outcomes.		
		Round 2 Cost $56,000 - $6,000 discount: $50,000
		Total Cost: $120,000

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: AUTHORIZE THE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO AN AGREEMENT FOR ONRAMPS FOR THE 2025-2026 SCHOOL YEAR

BACKGROUND:

The University of Texas at Austin (UT at Austin), on behalf of the CCMR & Enrichment, and the Fort Worth Independent School District (Fort Worth ISD) will enter into this agreement to implement OnRamps to offer distance college courses through a dual-enrollment model including high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their school district and the opportunity to earn college credits from UT at Austin through a distance education course.

The first component of the agreement reflects the cooperative program agreement between UT OnRamps and Fort Worth ISD to enable students to enroll in dual enrollment courses. The second part of the agreement outlines the implementation of OnRamps dual-enrollment.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Authorize the Superintendent to Negotiate and Enter into an Agreement for OnRamps for the 2025-2026 School Year
2. Decline to Authorize the Superintendent to Negotiate and Enter into an Agreement for OnRamps for the 2025-2026 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Authorize the Superintendent to Negotiate and Enter into an Agreement for OnRamps for the 2025-2026 School Year

FUNDING SOURCE: ***Additional Details***

Special Revenue 289-11-6112-512 $38,000
289-11-6299-512 $427,500

COST:

Not to exceed $465,000

VENDOR(S)/PROVIDER(S):

University of Texas at Austin

PURCHASING MECHANISM:

Interlocal Agreement

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

Amon Carter-Riverside High School
Applied Learning Academy
Arlington Heights High School
Daggett Middle School
South Hills High School
Daggett Montessori
Diamond Hill-Jarvis High School
J.P. Elder Middle School
Paul Laurence Dunbar High School
The Leadership Academy at Forest Oak Middle School
Eastern Hills High School
J. Martin Jacquet Middle School
North Side High School
William James Middle School
Polytechnic High School
Kirkpatrick Middle School
RL Paschal High School
Leonard Middle School
Trimble Technical High School
W.P. McLean Middle School
Southwest High School
Jean McClung Middle School
Western Hills High School
Meacham Middle School
O.D. Wyatt High School
Meadowbrook Middle School
Benbrook Middle/High School
William Monnig Middle School
International Newcomer Academy

Morningside Middle School
Young Women's Leadership Academy
Riverside Middle School
Texas Academy of Biomedical Science
Rosemont Middle School
Young Men's Leadership Academy
Stripling Middle School
World Languages Institute
Wedgwood Middle School
Marine Creek Collegiate
I.M. Terrell Academy for STEM & VPA
TCC South/FWISD Collegiate Academy
Success High School

RATIONALE:

The purpose of this agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school which leads to a post-secondary degree and/or certificate. This program is unique in that it allows Fort Worth ISD and UT at Austin to credential instructors after intensive training and preparation to deliver this instruction to our students.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

The University of Texas at Austin
2616 Wichita Street Stop A7300
Austin, TX 78712

Estimate

ADDRESS
Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

ESTIMATE # 1139
DATE 05/28/2025

CONTACT
Robert Wright

DATE	EVENT	DETAIL	QTY	RATE	AMOUNT
05/28/2025	**FAST Eligible Enrollment Estimate**		7,380	0.00	0.00
05/28/2025	**Standard Student Enrollment Estimate**		1,620	149.00	241,380.00

This is an estimate for the 25-26 OnRamps Student Enrollment fees.
This is only an estimate.

TOTAL **$241,380.00**

Accepted By

Accepted Date

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF SCHOOL SUPPLIES FOR THE 3-YEAR-OLD AND PRE-KINDERGARTEN STUDENTS FOR THE 2025 – 2026 SCHOOL YEAR

BACKGROUND:

This will ensure that every child, regardless of income level, will have immediate access to the tools needed for instruction.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the purchase of school supplies for the 3-year-old and Pre-Kindergarten students for the 2025 – 2026 school year
2. Decline to Approve the purchase of school supplies for the 3-year-old and Pre-Kindergarten students for the 2025 – 2026 school year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of school supplies for the 3-year-old and Pre-Kindergarten students for the 2025 – 2026 school year

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-809

COST:

$149,400

VENDOR(S)/PROVIDER(S):

Educational Products Inc.

PURCHASING MECHANISM:

Competitive Solicitation

RFP 23-088

The above bid/proposal 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 services per specifications of proposal. The vendor listed above has been selected to support this purchase.

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

3-year-old and Pre-Kindergarten Classrooms

RATIONALE:

Purchasing school supplies for all the 3-year-old and Pre-Kindergarten students will reduce the impact of returning to the school and promote an increase in student enrollment and participation.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: 9F7B07DA-804C-4127-B290-9E97F985D94C

EDUCATIONAL PRODUCTS INC.

This is a Quote Based on Quantities Provided by the Customer

(This is not an Invoice)

P.O. Box 734536
Dallas, TX 75373-4536

CUSTOMER NUMBER: FOR005

BILL TO:	SHIP TO:
FORT WORTH ISD	FORT WORTH ISD
ATTN: ACCNTS PAYABLE	DIANA ENRIQUEZ
100 N. UNIVERSITY DR. NW 256	4200 LUBBOCK AVE.
FORT WORTH, TX 76107	FORT WORTH,TX 76115

ORDER NUMBER	QUOTE DATE
2025 BTS ORDER	6/26/2025

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
KK25456926 Grade Pre-K	5000	29.88	149,400.00

RFP 23-088

The above bid/proposal 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 services per specifications of proposal. The vendor listed above has been selected to support this purchase.

	Merchandise Total	$ 149,400.00
	Discount Total	-
0.00%	Estimated Tax	-
	ESTIMATED TOTAL	**$ 149,400.00**

Estimates Should be based on Quantities Provided by Customer

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF REST MATS FOR THE 3-YEAR-OLD AND PRE-KINDERGARTEN STUDENTS FOR THE 2025 – 2026 SCHOOL YEAR

BACKGROUND:

This will ensure that every child, regardless of income level, will have immediate access to the tools needed for instruction.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the purchase of rest mats for the 3-year-old and Pre-Kindergarten students for the 2025 – 2026 school year
2. Decline to Approve the purchase of rest mats for the 3-year-old and Pre-Kindergarten students for the 2025 – 2026 school year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the purchase of rest mats for the 3-year-old and Pre-Kindergarten students for the 2025 – 2026 school year

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-809

COST:

$64,250.00

VENDOR(S)/PROVIDER(S):

School Specialty

PURCHASING MECHANISM:

Competitive Solicitation

RFP 23-088

The above bid/proposal 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 services per specifications of proposal. The vendor listed above has been selected to support this purchase.

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

3-year-old and Pre-Kindergarten Classrooms

RATIONALE:
Purchasing rest mats for all the 3-year-old and Pre-Kindergarten students will reduce the impact of returning to the school and promote an increase in student enrollment and participation.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

QUOTE

SSL Quote Number: Q-587529
Status: Approved
Quote Name:
Currency: USD
Created Date: 06-25-2025
Expiration Date: 08-24-2025
Customer Number: 137879
Requestor Name: Estela Espitia
estela.espitia@fwisd.org
817 8142440

Lift Gate Truck Required: ☐
Inside Delivery: ☐

Customer Program: FORT WORTH INDEPENDENT SCHL DIST - TX

To place an order using this quote, contact:
Phone 888-388-3224
Email orders@schoolspecialty.com

School Specialty

Sales Rep Name: James Aldrich
Sales Rep Email: james.aldrich@schoolspecialty.com
Sales Rep Phone: 2144069130

Bill To: FORT WORTH INDEPENDENT SCHL DIST
7060 Camp Bowie Blvd Accounts Payable
Fort Worth, TX 76116-7119

Ship To: FORT WORTH INDEPENDENT SCHL DIST
7060 Camp Bowie Blvd Accounts Payable
Fort Worth, TX 76116-7119

Notes:

Quantity	SSL Item	Customer Item #	Pack Size	Image	Item Description	List Price	Your Price	Extended Price
5000	2026837		Each		CHILDCRAFT VALUE 4 FOLD REST MAT	$32.95	$12.85	$64,250.00

RFP 23-088

The above bid/proposal 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 services per specifications of proposal. The vendor listed above has been selected to support this purchase.

Subtotal	$64,250.00
Estimated Taxes	$0.00
Shipping & Handling	$0.00
Total	$64,250.00

Accept this quote by sending back your purchase order number or signing it electronically. For orders over $15,000.00, please submit a hard copy of your Purchase Order.

Prices subject to change until all finish selections have been completed. Order will not be placed until all finish options are selected.

Signature: _____

Name: _____

Date: _____

Purchase Order Number: _____

Signature:

Name: Mohammed Choudhury
Title: Deputy Superintendent of Learning and Leading
Date

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF INDUSTRY-BASED CERTIFICATION MATERIALS

BACKGROUND:

The Career and Technical Education (CTE) Department provides certification and curriculum resources to students in forty distinct programs of study in order to ensure students are prepared for the state-aligned tests. Funds will be used to purchase curriculum and certification vouchers for the Information Technology, Networking, and Cybersecurity programs of study.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of Industry-Based Certification Materials
2. Decline to Approve Purchase of Industry-Based Certification Materials
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Industry-Based Certification Materials

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-807

COST:

Not to exceed $96,934.00

VENDOR(S)/PROVIDER(S):

CompTIA

PURCHASING MECHANISM:

Competitive Solicitation
RFP# 22-091-H

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

Carter-Riverside High School
South Hills High School
Polytechnic High School
Trimble Technical High School
Western Hills High School

RATIONALE:

Students enrolled in the Information Technology, Networking, and Cybersecurity programs sit for the CompTIA A+, CompTIA Security+, and Cisco exams/industry-based certifications (IBCs) which are directly aligned with the IBCs, curriculum, and practice materials being purchased. IBCs represent industry-valued skills and learning that lead to employment and act as a springboard for higher levels of achievement to ensure students' independence and success in life beyond high school. In order to prepare students for college, career, and community leadership, the CTE Department pursues the purchase of materials for students to prepare for and be successful on certification exams. IBCs are also an important component of accountability.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: 17D40BD6-3AA2-4CEE-A6BA-A6DDFAEBED52

CompTIA

Exhibit

QUOTE

Fort Worth ISD

7060 Camp Bowie Blvd.

Fort Worth, TX 76116

ATTN: Jenni Lewis
Coordinator
jenni.lewis@fwisd.org
817-814-1526

Quote Number:QUO-11775-R5P9G9
Quote Date: 5/27/2025
Customer ID: 1358899

Quote Valid for 30 Days*

Qty	Description	Product ID	Each	Total
10.00000	CompTIA CertMaster Learn for A+ Core Series (220-1201 and 220-1202) – Organization/Business License	COMPAPL-20C-CMTO-25	$59.00	$590.00
15.00000	CompTIA CertMaster Learn for Network+ (N10-009) – Organization/Business License	COMPNET-009-CMTO-24	$59.00	$885.00
50.00000	TestOut Routing and Switching - Organization/Business License	COMPTORS14OLXX10B	$59.00	$2,950.00
30.00000	CompTIA CertMaster Learn for A+ Core 1 (220-1201) – Organization/Business License	COMPAPL-201-CMTO-25	$59.00	$1,770.00
30.00000	CompTIA CertMaster Learn for A+ Core 2 (220-1202) – Organization/Business License	COMPAPL-202-CMTO-25	$59.00	$1,770.00
40.00000	CompTIA CertMaster Learn for A+ Core 2 (220-1202) – Organization/Business License	COMPAPL-202-CMTO-25	$59.00	$2,360.00
25.00000	CompTIA CertMaster Learn for A+ Core 1 (220-1201) – Organization/Business License	COMPAPL-201-CMTO-25	$59.00	$1,475.00
20.00000	CompTIA CertMaster Learn for A+ Core Series (220-1201 and 220-1202) – Organization/Business License	COMPAPL-20C-CMTO-25	$59.00	$1,180.00
10.00000	CompTIA CertMaster Learn for A+ Core 2 (220-1202) – Organization/Business License	COMPAPL-202-CMTO-25	$59.00	$590.00
25.00000	CompTIA CertMaster Learn for A+ Core 1 (220-1201) – Organization/Business License	COMPAPL-201-CMTO-25	$59.00	$1,475.00
10.00000	CompTIA CertMaster Learn for A+ Core Series (220-1201 and 220-1202) – Organization/Business License	COMPAPL-20C-CMTO-25	$59.00	$590.00
10.00000	CompTIA CertMaster Learn for A+ Core 2 (220-1202) – Organization/Business License	COMPAPL-202-CMTO-25	$59.00	$1,850.00
30.00000	CompTIA CertMaster Learn for A+ Core 1 (220-1201) – Organization/Business License	COMPAPL-201-CMTO-25	$59.00	$5,550.00
5.00000	CompTIA CertMaster Learn for A+ Core Series (220-1201 and 220-1202) – Organization/Business License	COMPAPL-20C-CMTO-25	$59.00	$1,660.00
250.00000	CompTIA A+ (220-1101 or 220-1102) Voucher	COMPAPL-11C-TSTV-22	$122.00	$28,750.00
30.00000	CompTIA Security+ (SY0-701) Voucher	COMPSEC-701-TSTV-23	$278.00	$7,860.00
31.00000	CertMaster Practice for Security+(SY0-701) - Individual License	COMPSEC-701-CMPI-23	$73.00	$2,263.00
249.00000	CompTIA CertMaster Practice for A+ Core 1 (220-1201) and A+ Core 2 (220-1202) - Organization/Business License	COMPAPL-20C-CMPO-25	$134.00	$33,366.00

Quote Comments:
* Quote good through Nov 30, 2025

Estimated Total:	**$96,934.00**
Currency:	**US Dollar**

THANK YOU FOR YOUR SUPPORT

3500 Lacey Road Suite 100 Downers Grove, IL 60515-5439 Phone: 630.678.8300

www.comptia.org

Docusign Envelope ID: 17D40BD6-3AA2-4CEE-A6BA-A6DDFAEBED52

CompTIA

QUOTE

RFP # 22-091-H

Applicable sales tax and a $10 shipping charge per book will be added to the invoice upon ordering.

Remittance by Check	
Payable To:	CompTIA, Inc.
Mail To:	CompTIA, Inc. PO Box 735858 Chicago, IL 60673-5858 USA
Federal Tax ID: 33-1621458	
Credit Card Payments	
Pay Online: https://partners.comptia.org/enter-my-credit-card	

Pay by Wire
Bank: J.P. Morgan 10 South Dearborn Chicago, IL 60603 **Account Name:** CompTIA, Inc. **Account Number:** 880311886 **SWIFT Code for Intl Wire:** CHASUS33 **Bank Routing/Transit Number:** 021000021 **ACH Routing Number:** 071000013

Questions? Quote Contact Details:		
CompTIA Rep Name: Jared Skelton	**AE Phone:** 801-376-4091	**AE Email: jskelton@comptia.org**

On Demand bundles are not eligible for a refund, in part or whole. Payments are not deductible as a charitable contribution but may be deductible as an ordinary and necessary business expense. Please consult your tax professional.

THANK YOU FOR YOUR SUPPORT

3500 Lacey Road Suite 100 Downers Grove, IL 60515-5439 Phone: 630.678.8300

www.comptia.org

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE CONTRACT FOR PROFESSIONAL LEARNING SUPPORT AND COACHING OF BLUEBONNET LEARNING FOR GRADES 6 THROUGH ALGEBRA I MATHEMATICS

BACKGROUND:

The Texas Education Agency's Learning Acceleration Support Opportunities (LASO) grants are designed to help school districts accelerate student learning and improve school performance. One key component, Strong Foundations Implementation, supports the effective implementation of High-Quality Instructional Materials (HQIM).

The Fort Worth Independent School District has been awarded the LASO grant to enhance mathematics instruction in Grades 6–8 and Algebra I through the implementation of *Bluebonnet Math*, the District's selected HQIM. For the 2025–2026 school year, twelve campuses identified for Comprehensive Support Identification under federal accountability will participate. As part of the grant, district and campus leaders, along with teachers, will receive professional development and coaching focused on effective implementation of Bluebonnet. To support this work, a TEA-approved provider will deliver ongoing coaching, training, and implementation support.

STRATEGIC GOAL:

1 – Student Academic Excellence

ALTERNATIVES:

1. Approve Contract for Professional Learning Support and Coaching of Bluebonnet Learning for Grades 6 through Algebra 1 Mathematics.
2. Decline to Approve the Contract for Professional Learning Support and Coaching of Bluebonnet Learning for Grades 6 through Algebra 1 Mathematics.
3. Remand to Staff for Further Study.

SUPERINTENDENT'S RECOMMENDATION:

Approve the Contract for Professional Learning Support and Coaching of Bluebonnet Learning for Grades 6 Through Algebra 1 Mathematics.

FUNDING SOURCE:	***Additional Details***
Special Revenue	211-13-6299-800

COST:

$194,900

VENDOR:

Carnegie Learning

PURCHASING MECHANISM:

RFP# 21-083-N

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

Middle Schools
Daggett
JP Elder
William James
International Newcomer's Academy
Morningside
Riverside

High Schools
Arlington Heights
Carter Riverside
Dunbar
North Side
Southwest
OD Wyatt

RATIONALE:

The Strong Foundations Implementation component of the LASO grant has been selected to strengthen mathematics instruction and support the effective use of HQIM, specifically *Bluebonnet Math*. This initiative directly addresses the district's identified need for enhanced mathematics support in Grades 6–8 and Algebra I.

To support this work, Carnegie Learning, a professional learning provider from TEA's state-approved provider list, will deliver targeted coaching and ongoing professional development. These supports are designed to help campuses implement HQIM through the lens of Forth Worth ISD's new instructional framework and Instructional Planning Calendars (IPCs) with fidelity—an evidence-based approach aligned with Fort Worth ISD's Strategic Priority #1: Student Academic Excellence.

Under the guidance of the Division of Learning and Leading, Carnegie Learning will provide:

- Professional development on upcoming mathematics units for teachers,
- Implementation walks with campus leaders and Demonstration teachers, and
- Collaborative learning opportunities for district and campus leaders.

In addition, custom coaching days will be used to support campus teams in implementing *Bluebonnet Math*. These sessions will also help build internal capacity of the Math Department through a Trainer of Trainers model, ensuring long-term sustainability of HQIM implementation processes beyond the grant period of July 2025 through September 2026.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

CARNEGIE LEARNING
4 Smithfield St, 8th Floor
Pittsburgh,PA,15222
(888) 851-7094
salessupportmailbox@carnegielearning.com

QUOTE NO: Q-60770

DATE: 6/18/2025
EXPIRES ON: 8/15/2025

CONTACT INFORMATION		
Fort Worth Independent School District 7060 Camp Bowie Boulevard Ft. Worth, TX, 76116	Kimberly Axtell Mathematics Director 8173721708 kimberly.axtell@fwisd.org	Kristi Dorman Account Executive 817-680-0350 kdorman@carnegielearning.com

Program Management 50%

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
CS Instructional Foundations Management	Project Management and Development Services, per month		11	Included
PL Instructional Foundations Flexible Support	Flexible Support for Instructional Foundations, up to 3 hours of support		6	Included
PL MATH Virtual Coaching & Support	Virtual Job-Embedded Coaching, Support, Office Hours, or Consulting (individual or group) per hour		11	Included
IA: Leadership Walks	Implementation Advisor & LEA Leader Learning Walks		14	Included
PL MATH Onsite Coaching & Support	Onsite Job-Embedded In-Classroom Support, Coaching, Consulting per day		21	Included
		Program Management 50% TOTAL:		USD 158,500.00

Extended Professional Learning Offerings 20%

ITEM	DESCRIPTION	TERM	UNITS	NET TOTAL
PL MATH Onsite Coaching & Support	Onsite Job-Embedded In-Classroom Support, Coaching, Consulting per day		12	Included
		Extended Professional Learning Offerings 20% TOTAL:		USD 39,400.00

SUBTOTAL:	USD 197,900.00
SHIPPING AND HANDLING:	USD 0.00
ESTIMATED SALES TAX:	USD 0.00
TOTAL:	USD 197,900.00

CARNEGIE LEARNING

TERMS AND CONDITIONS

- The attached quotation is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: http://www.carnegielearning.com/terms-of-use
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Quoted sales tax is an estimate. Sales Tax is subject to change based on shipping locations and rates at the time of order processing.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
    - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
    - Media received in a damaged condition that would render it unsuitable for use.
    - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping time frame of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at http://carnegielearning.com/support). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.

- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.

EMC SCHOOL AND MONDO EDUCATION ARE PART OF CARNEGIE LEARNING
4 SMITHFIELD ST, 8TH FLOOR, PITTSBURGH, PA 15222
Phone 888.851.7094 + Fax 412.690.2444 + www.carnegielearning.com

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE PURCHASE OF CTE INTERIM ASSESSMENTS**

BACKGROUND:

The Career and Technical Education (CTE) Department administers interim assessments across various courses to support the evaluation of program effectiveness and quality and the Teacher Incentive Allotment program.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of CTE interim assessments
2. Decline to Approve CTE interim assessments
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of CTE interim assessments

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-806

COST:

Not to exceed $ 137,785.00

VENDOR(S)/PROVIDER(S):

YouScience, LLC

PURCHASING MECHANISM:

Competitive Solicitation

RFP#23-143 CTE

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031. The vendors listed above have been selected to support this purchase.

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

001-Carter-Riverside, Amon High School

002-Arlington Heights High School
003-South Hills High School
004-Diamond Hill-Jarvis High School
005-Dunbar High School
006-Eastern Hills High School
008-North Side High School
009-Polytechnic High School
010-Paschal High School
011-Trimble Tech High School
014-Southwest High School
015-Western Hills High School
016-O.D. Wyatt High School
042-Daggett Middle School
044-J.P. Elder Middle School
045-Leadership Academy at Forest Oak (Gr 7-8) Middle School
048-William James Middle School
049-Kirkpatrick Middle School
050-McLean Middle School
051-Meacham, W.A. MS
052-Meadowbrook Middle School
053-Monnig Middle School
054-Morningside Middle School
056-Riverside Middle School
057-Rosemont Middle School
058-Stripling, W.C. Middle School
059-Jacquet Middle School
060-Wedgwood Middle School
061-Leonard Middle School
062-International Newcomers Academy, INA 6-9
070-McClung Middle School
071-Benbrook Middle/High School
081-Young Women's Leadership Academy
082-Texas Academy of Biomedical Sciences
083-Young Men's Leadership Academy
084-World Language Institute
085-Marine Creek Collegiate High School
086-TCC South/FWISD Collegiate HS
087-I.M. Terrell Acad. For STEM and VPA

RATIONALE:

The CTE Department seeks to purchase interim assessments to enhance instructional quality and evaluate program effectiveness in grades 7–12. These assessments provide timely, standards-aligned data to guide instruction, identify student learning needs, and support College, Career, and Military Readiness (CCMR) goals. Additionally, the results

contribute to determining eligibility for the CTE Teacher Incentive Allotment, helping recognize and reward effective teaching.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: 5B1FC0B5-4CB5-41E9-9498-6FCB55F3199B

Quote Number 00011091

Purchasing Mechanism: Competitive RFP#23-143

Company Address	751 Quality Drive, Suite 200 American Fork, UT 84003 US

Created Date	3/10/2025
Expiration Date	8/31/2025
Prepared By	Britney Miles
Phone	(385) 273-0749
Email	britney.miles@youscience.com

Contact Name	Rob Wright
Email	robert.wright@fwisd.org

Bill To Name	FORT WORTH ISD
Bill To	7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 US

Ship To Name	FORT WORTH ISD
Ship To	7060 CAMP BOWIE BLVD FORT WORTH, TX 76116-7119 US

Product	List Price	Sales Price	Quantity	Discount Percentage	Discount ($)	Total Price
Industry Recognized Certifications | Site License - High School	$5,450.00	$5,450.00	20.00	15.00	$16,350.00	$92,650.00
Industry Recognized Certifications | Site License - Middle School	$2,950.00	$2,950.00	18.00	15.00	$7,965.00	$45,135.00

List Price Amount	$162,100.00
Subtotal	$162,100.00
Discount	15.00%
Discount Total	$24,315.00
Total Price	$137,785.00
Grand Total	$137,785.00

Products and Schools

Products and Schools: Industry Recognized Certifications | Site License - High School

- Unlimited admins, teachers, and students
- Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite)
- Employer Connections
- Analytic tools, reporting suite, and admin dashboard
- SSO/SIS Integration
- Training and Implementation Included

Quote Number 00011091

- Certification Site License does not grant access to partner exams i.e. LAPSEN, NECI 9-1-1, IFPO CPO, NHSC

Industry Recognized Certifications | Site License - Middle School

- Unlimited admins, teachers, and students
- Industry Certifications: Unlimited access to full certification exam library pre, single, post, and retakes (including 21st Century Skills Suite)
- Employer Connections
- Analytic tools, reporting suite, and admin dashboard
- SSO/SIS Integration
- Training and Implementation Included
- Certification Site License does not grant access to partner exams i.e. LAPSEN, NECI 9-1-1, IFPO CPO, NHSC

Your access and use of the services provided by YouScience, LLC is subject to and governed by the YouScience Local Education Agency Subscription Agreement and Data Privacy Addendum available online at https://www.youscience.com/local-education-agency-subscription-agreement/ and https://www.youscience.com/data-privacy-addendum/

Invoices paid by credit card with balances greater than $1,000 will be charged an additional 3% fee.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE RENEWAL FOR THE PURCHASE OF THE CURRICULUM SUPPORT SERVICES PACKAGE TEKS RESOURCES SUBSCRIPTION THROUGH EDUCATION SERVICE CENTER REGION 11 FOR THE 2025-2026 SCHOOL YEAR.

BACKGROUND:

Texas Essential Knowledge and Skills (TEKS) Resources System provides curricular and assessment resources aligned with the Texas Essential Knowledge and Skills. It is used by 75% of Texas school districts as wither a core curriculum or supplemental resource. The District has utilized TEKS RS as supplemental resource since the 2018-19 school year. Components of TEKS RS inform the District's scopes and sequences and provide supplemental resources that support teachers with providing data-driven standards-aligned instruction. Resources include tools that support (a) understanding the state standards, (b) providing activities that can supplement the District's high-quality instructional materials to support student learning needs, and (c) developing standards-aligned assessments to inform instruction.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Renewal for the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Education Service Center Region 11 for the 2025-2026 School Year.
2. Decline to Approve the Renewal for the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Education Service Center Region 11 for the 2025-2026 School Year.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Renewal for the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Education Service Center Region 11 for the 2025-2026 School Year.

FUNDING SOURCE: ***Additional Details***

General Fund 199-11-6239-800

COST:

$380,873.00

VENDOR(S)/PROVIDER(S):

Education Service Center Region XI

PURCHASING MECHANISM:

Interlocal Agreement

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

All Campuses

RATIONALE:

TEKS RS is aligned to the Texas Essential Knowledge and Skills, and has demonstrated effectiveness in many districts when implemented either as a supplemental or primary curriculum resource. Purchase of TEKS RS will provide access to supplemental resources that inform the District's scopes and sequence and support teachers with additional tools to raise student achievement.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

EDUCATION SERVICE CENTER REGION 11

1451 S. Cherry Lane
White Settlement, TX 76108

FORT WORTH ISD Contract Summary for

Texas Curriculum Management Program Cooperative (Formerly TEKS Resources) v34

Enrollment Period: 09/01/2025 - 08/31/2026

TEKS Resource System/Texas Curriculum Resources

	Answer	Price
Does your LEA wish to sign up for the TEKS Resource System? If yes, please enter the current number of PRE-KINDERGARTEN students in the box on the right.	4,710.00	
Annual support and development fee of $5.40 per enrollment will be applied.		$354,753.00
An annual subscription fee is required. Please enter the number of campuses in your LEA in the box on the right.	135.00	$25,920.00
Are you a new subscriber to the TEKS Resource System? If yes, please click the box on the right. *A one-time set-up fee is required.		
TEKS Resource System ADD ONs:		
If your LEA wishes to purchase the TExGUIDE supplement to the TEKS Resourse System, please click the box on the right.		
Implementing TEKS Resource System (Pacing Tools)		$200.00
Total:		**$380,873.00**

Signed by:
Mohammed Choudhury
8129C81585BB455

Signed:
Mohammed Choudhury
Deputy Superintendent, Learning and Leading
7/1/2025
Date:

Signed:
Dr. Karen C. Molinar
Superintendent of Schools

Date:

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE MEMORANDUM OF AGREEMENT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND MY HEALTH MY RESOURCES OF TARRANT COUNTY YOUTH RECOVERY CAMPUS

BACKGROUND:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. My Health My Resources (MHMR) of Tarrant County Youth Recovery Campus is a residential facility for the delinquent youth located within Fort Worth ISD (FWISD) and operated by MHMR, an agency of Tarrant County that provides 24-hour care, control, custody for students between the ages of ten (10) and eighteen (18) years of age. FWISD funds one (1) Full-Time Equivalent (FTE) teacher position for this location.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus
2. Decline to Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Memorandum of Agreement Between Fort Worth Independent School District and My Health My Resources of Tarrant County Youth Recovery Campus

FUNDING SOURCE: *Additional Details*

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

My Health My Resources of Tarrant County Youth Recovery Campus

PURCHASING MECHANISM:

Not a Purchase

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

District Wide
Student Discipline and Placement

RATIONALE:

Pursuant to Chapter 29, Section 29.012 of the Texas Education Code, a student who resides in a residential facility is considered a resident of the school district in which the facility is located. The Texas Education Agency, or TEA, and MHMR of Tarrant County, by cooperative effort shall develop and, by rule, adopt a Memorandum of Agreement.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into as of the **1st day of August, 2025** (the "Effective Date"), by and between the Fort Worth Independent School District, a political subdivision of the State of Texas and legally constituted independent school district located within Tarrant County, Texas (also referred to as the "District") and **MHMR of Tarrant County, Tarrant County Youth Recovery Campus** at **1527 Hemphill, Fort Worth, Texas 76104**, a local unit of government whose principal place of business is located within Tarrant County, Texas, (hereinafter the "Facility"). The District and Facility may be referred to individually as a "Party", and collectively as the "Parties".

WHEREAS, this Memorandum of Agreement ("Agreement") between the District and Facility has been developed to provide a written document on the relationship that exists regarding federal programs;

WHEREAS, the Texas Education Agency ("TEA"), in the 2025-2026 school year Standard Application System ("SAS"), which includes the program(s) listed in the second paragraph, requests the date of a written agreement;

WHEREAS, Special Education is not included in the SAS;

WHEREAS, the District will provide support from the Elementary and Secondary Education Act ("ESEA") Title I, Part D., Subpart 2, through negotiated participation in activities; and

WHEREAS, the Facility will make available an October caseload count of children and youth being served by the facility to the TEA, and TEA will advise the District of the numbers of students to be served and the amount of funding.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, it is agreed the District and the Facility as follows:

TERMS AND CONDITIONS

I. Term

The term of this Agreement (the "Term") is from **August 1, 2025 through June 30, 2026**, unless earlier terminated by either Party upon thirty (30) days written notice. The term of this Agreement may be further extended for additional one (1) year terms by mutual written agreement signed by the Parties.

II. Description of Professional Services

Facility's Scope of Services:

1. Use funds to carry out high-quality education programs that prepare children and youth to complete high school, enter training or employment programs, or further their education;
2. Provide activities that facilitate the transaction of such children and youth from the correctional program in an institution to further education and employment;
3. Operate dropout prevention programs at District schools for children and youth who are at-risk of dropping out or youth returning from correctional facilities;
4. Provide dropout prevention programs that serve at-risk children and youth identified as school-aged individuals who are: (1) at-risk of academic failure; (2) have a drug or

alcohol problem; (3) are pregnant or a parent(s); (4) have previously come into contact with the juvenile justice; (5) are at least 1 year behind the expected grade level for the age of the individual; (6) are immigrant or an immigrant with limited English proficiency; (7) are gang member(s); (8)have previously dropped out of school; or (9) have a high absenteeism rate at school;

5. Coordinate health and social services for children and youth who are at-risk (e.g., daycare, drug and/or alcohol abuse counseling, and mental health services) if there is a likelihood that providing such services will help these children complete their education;
6. Provide special programs that meet the unique academic needs of children and youth who curriculum-based entrepreneurship education, and assistance in securing student loans or grants for postsecondary education; and
7. Provide programs providing mentoring and peer mediation.

III. Implementation of Services

District will:

1. Ensure, to the extent possible the educational programs in the Facility are coordinated with the student's home school, particularly for students with an IEP under Part B of the Individuals with Disabilities Education Act (IDEA);
2. Notify the local school of the child or youth if the child or youth is identified while in the Facility as being in need of special education and related services;
3. Provide, to the extent possible transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
4. Provide support programs that encourage children and youth who have dropped out of school to reenter school once they have completed their term at the Facility, or provide them with the skills necessary to gain employment or to seek a secondary school diploma or its recognized equivalent;
5. Work to ensure that the Facility is staffed with teachers and other qualified staff who are trained to work with children and youth who have disabilities taking into consideration the unique needs of such children and youth;
6. Ensure that educational programs in the Facility are related to assisting students to meet high academic achievement standards;
7. Use, to the extent possible, technology to assist in coordinating educational programs between the Facility and the community school.
8. Involve, to the extent possible, parents in efforts to improve the educational achievement of their children and to prevent further involvement of such children in delinquent activities;
9. Coordinate funds with other Federal, State, and local funds to provide services to participating children and youth, such as funds made available under Title I of the Workforce Investment Act of 1998 (P.L. 105-220) and vocational and technical education funds;
10. Coordinate programs with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and
11. Work, where appropriate, with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth.

IV. Coordination of Services
The coordination of services for the Fort Worth Independent School District will be as follows:

Name of Program	Administrator	Telephone
ESEA Title I, Part D	Jeimie Rodriguez	817-814-2282

V. Other Terms and Conditions
The terms and conditions of this Agreement will be governed by the laws of the State of Texas, with venue in the appropriate state court in Fort Worth, Tarrant County, Texas. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever to any other party or third party. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

VI. Non-Discrimination
The Parties certify that they are equal opportunity employers and will conduct all business activities, including hiring, without regard to age, race, color, sex, disability, marital status, national origin, citizenship status, or other legally protected categories.

VII. Severability
If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

VIII. Captions
The captions to the paragraphs of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not affect its interpretation.

IX. Entire Agreement
This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in this Agreement. This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The Parties have incorporated into this Agreement their entire understanding of the requirements under this Agreement. Each Party acknowledges that is has read this Agreement carefully, fully understands the meaning of the terms of this Agreement and is signing this Agreement knowingly and voluntarily.

X. Notices
Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States Certified Mail, directed to the other Party at the address hereinafter provided or such other address that from time to time either Party may designate upon notice and agreement of both Parties in accordance herewith shall be directed to the Parties at their respective address as follows:

As to Facility
Kevin McClean
Sr. Director of Contracts
MHMR of Tarrant County

3840 Hulen St.
Fort Worth, TX 76107

As to the District

Dr. Karen Molinar
Superintendent
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

As to the District

Jeimie Rodriguez
Grants Senior Officer
Federal Programs
Fort Worth Independent School District
7060 Camp Bowie Blvd.
Fort Worth, TX 76116

XI. Modification

No alteration, cancellation, variation, or addition to this Agreement shall be of any force or effect unless reduced to writing as an addendum to this Agreement and signed by the Parties or their authorized signatories.

XII. Signature

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the District and Facility signify that each Party understands and will comply with the conditions stated above.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date first written above.

Signed by:
Mohammed Choudhury
8129C81585BB455...

Mohammed Choudhury
Deputy Superintendent, Learning and Leading
Date: 7/3/2025

Fort Worth Independent School District

AA

Dr. Karen Molinar, Superintendent

Date: _____

MHMR of Tarrant County

DocuSigned by:
Laura Kender
AF65AF20B37A477...

Name: Laura Kender

Title: Chief Program Officer

Date: 6/23/2025

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF CYBERSECURITY CURRICULUM

BACKGROUND:

The Career and Technical Education (CTE) Department provides curriculum resources to students in forty distinct programs of study in order to ensure students are prepared for the state-aligned tests. Funds will be used to purchase curriculum for the Information Technology and Cybersecurity programs of study.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of Cybersecurity curriculum
2. Decline to Approve Purchase of Cybersecurity curriculum
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Cybersecurity curriculum

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-807

COST:

Not to exceed $102,690

VENDOR(S)/PROVIDER(S):

Coherent Cyber Education

PURCHASING MECHANISM:

Competitive Solicitation
RFP# 21-071-E
The above solicitation has been evaluated in accordance with the Texas Education Code section 44.031. The provider listed above has been selected to support this purchase.

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

Carter-Riverside High School
South Hills High School
Polytechnic High School
Trimble Technical High School
Western Hills High School

RATIONALE:

Students enrolled in the Information Technology and Cybersecurity programs sit for the CompTIA A+ and Security+ exams/industry-based certifications (IBCs) which is directly aligned with the curriculum being purchased. IBCs represent industry-valued skills and learning that lead to employment and act as a springboard for higher levels of achievement to ensure students' independence and success in life beyond high school. In order to prepare students for college, career, and community leadership, the CTE Department pursues the purchase of materials for students to prepare for and be successful on certification exams. IBCs are also an important component of accountability.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Coherent Cyber Education

Cybersecurity Curriculum Quote

Company Address
4241 Potomac, Dallas, Texas 75205
Phone: (214) 542-6644

Date 5/5/2025
Quotation # 1013
Customer ID FWISD - C

Quotation valid until 8/15/2025

Prepared by SM

Quotation For
Fort Worth ISD

Attn: Robert Wright, Career & Technical Education

7006 Camp Bowie

Fort Worth, Texas 76107

Comments or Special Instructions
Quote for students progressing in the CTE Cybersecurity pathway will be active August 1, 2025 - May 31, 2026. Professional Development will accure through out the 2025-2026 school year.

Contract concludes May 31, 2026

Quantity	Description	Unit Price	Taxable	Amount
160	Cybersecurity Curriculum - Curriculum/Virtual Range & Skills Training	$ 680.00	No	$108,800.00
1	Live Technical Support for Customer Success per Campus	$ 800.00	No	$800.00
2	Teacher Access and Onboarding - One-time Fee per Teacher	$ 2,250.00	No	$4,500.00
160	Virtual Computer Machines - Windows and Linux Operating Systems	Complementary		$ -

Subtotal	$114,100.00
Sales Tax	Exempt
Discount	$ (11,410.00)
TOTAL	**$102,690.00**

If you have any questions concerning this quotation, please contact:
Sari McCoy
sari@cyberworkforce.com

We look forward preparing students for a successful career with you!
Purchasing Mechanism: RFP Award# 21-071-E

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE RENEWAL OF ONLINE REFERENCE DATABASES AND STREAMING MEDIA

BACKGROUND:

The vendor's subject-specific, curriculum-based reference databases include articles, essays, primary sources, maps, timelines and videos drawn from a range of authoritative sources and are extensively indexed. The content area databases include: *African American History, American History, American Indian History, Ancient and Medieval History, Classroom Video on Demand: Career & Technical Education Collection, Classroom Video on Demand: Master Collection, Ferguson's Career Guidance Center, Science Online, The World Almanac for Kids, The World Almanac for Kids Elementary, Credo Source, and Issues & Controversies.*

The online service is an annual subscription. Access is provided to all Fort Worth ISD educators, students, and their families through individual school library websites, Library Media Services' websites, and ClassLink, the District's single sign-on portal. Library Media Services monitors usage monthly to determine continued interest and need. The contract period begins August 1, 2025, and expires July 31, 2026

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve renewal of online reference databases and streaming media.
2. Decline to Approve renewal of online reference databases and streaming media.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve renewal of online reference databases and streaming media.

FUNDING SOURCE:	***Additional Details***
General Fund	199-12-6329-819

COST:

$95,534.94

VENDOR(S)/PROVIDER(S):

Infobase Holdings, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
TIPS 230105

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

All Fort Worth ISD campuses and departments have online access to the databases.

RATIONALE:

Database usage statistics for a twelve-month period indicate that District users conducted 4,192 general searches, 6,685 item investigations, and 5,708 item requests. As many of the resources previously offered through TexQuest have been discontinued, stakeholders will rely significantly on these databases for research. Resources available include full-text magazine and journal articles, encyclopedias and reference tools, licensed images databases, video streams, and interactive learning activities.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Infobase

July 10, 2025

Fort Worth Independent School District
Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth TX 76116

Customer #: 101246 Contract#21-091-F Addendum 1

Dear Subscriber:

I am pleased to provide you with the following renewal price quote. Please feel free to contact me for further information or to confirm your renewal. The below pricing is available if all listed resources are purchased together.

Product information

Product	Current Expiration	Term	Price	Type	Discount	Net Price
African-American History	July 31, 2025	12 months	$5,448.48	Renewal		$5,448.48
American History	July 31, 2025	12 months	$10,896.95	Renewal		$10,896.95
American Indian History	July 31, 2025	12 months	$5,448.48	Renewal		$5,448.48
Ancient and Medieval History	July 31, 2025	12 months	$5,448.48	Renewal		$5,448.48
Classroom Video On Demand: Career & Technical Education Collection	July 31, 2025	12 months	$1,351.34	Renewal		$1,351.34
Classroom Video On Demand: Master Collection	July 31, 2025	12 months	$14,628.99	Renewal		$14,628.99
Ferguson's Career Guidance Center	July 31, 2025	12 months	$5,448.48	Renewal		$5,448.48
Science Online	July 31, 2025	12 months	$5,448.48	Renewal		$5,448.48
The World Almanac for Kids	July 31, 2025	12 months	$12,701.56	Renewal		$12,701.56
The World Almanac for Kids Elementary	July 31, 2025	12 months	$9,500.80	Renewal		$9,500.80
Credo Source	-	12 months	$64,043.00	New	85%	$9,606.45
Issues & Controversies	-	12 months	$64,043.00	New	85%	$9,606.45

Total: $95,534.94
Savings: $108,873.10

This notification is a renewal/price quote only, not an invoice. The total cost shown has been determined by the combination of products included in this proposal. Should any of the selections change, quoted prices may change and a new price quote will be needed.

If you would like to renew NOW, please reply to this email or print and fill out the Renewal Form below. Thank you.

RENEWAL FORM

[ ] **YES**, please renew my subscription(s) to the services listed above.

Purchase Order No.:
(if required)

Payment made by: [ ] **My institution** [ ] **My district office**

Bill date: [ ] **Now** or **[Specify date]**

Full name:

Signature:

Institution:

Today's Date:

Contact Us

Thank you,

Jared McGinley
Senior Customer Success Manager

Direct:212-896-4261
jmcginley@infobase.com

We appreciate your business and look forward to continuing our partnership.

Infobase Holdings, Inc. 8 The Green, Suite 19225, Dover, DE 19901
Phone: 1-800-322-8755

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PAYMENT OF COLLEGIATE TESTING FEES FOR STUDENTS

BACKGROUND:

The renewal of this agreement will allow students from eighth to eleventh grade to challenge the Preliminary Scholastic Aptitude Test (PSAT), National Merit Scholarship Qualifying Test (NMSQT), and Scholastic Aptitude Test (SAT) tests through June of 2026. These tests are essential in students becoming college ready as multiple universities utilize the scores for admissions and scholarship opportunities. Eighth, ninth, and tenth grade students will test in the fall while eleventh grade students will test in both the fall and spring.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve payment of collegiate testing fees for students
2. Decline to Approve payment of collegiate testing fees for students
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve payment of collegiate testing fees for students

FUNDING SOURCE: ***Additional Details***

Special Revenue 289-31-6339-807

PSAT/NMSQT	Fall 2025	289-31-6339-TST	$145,392.84
SAT School Day	Spring 2026	289-31-6339-TST	$246,000.00
PSAT 8/9	Fall 2025	289-31-6339-TST	$114,611.28

COST:

$506,005.00

VENDOR(S)/PROVIDER(S):

College Board

PURCHASING MECHANISM:

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031(j) regarding school district purchases available from only one source. The recommended vendor is listed above.

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

Amon Carter-Riverside High School
Applied Learning Academy
Arlington Heights High School
Daggett Middle School
South Hills High School
Daggett Montessori
Diamond Hill-Jarvis High School
J.P. Elder Middle School
Paul Laurence Dunbar High School
The Leadership Academy at Forest Oak Middle School
Eastern Hills High School
J. Martin Jacquet Middle School
North Side High School
William James Middle School
Polytechnic High School
Kirkpatrick Middle School
Paschal High School
Leonard Middle School
Trimble Technical High School
W.P. McLean Middle School
Southwest High School
Jean McClung Middle School
Western Hills High School
Meacham Middle School
O.D. Wyatt High School
Meadowbrook Middle School
Benbrook Middle/High School
William Monnig Middle School
International Newcomer Academy
Morningside Middle School
Young Women's Leadership Academy
Riverside Middle School
Texas Academy of Biomedical Science
Rosemont Middle School

Young Men's Leadership Academy
Stripling Middle School
World Languages Institute
Wedgwood Middle School
Marine Creek Collegiate
Success High School
TCC South/FWISD Collegiate Academy
I.M. Terrell Academy for STEM & VPA

RATIONALE:

Collegiate testing is a vital piece of ensuring our students are College Ready and it provides a valuable opportunity for our students to earn scholarships and National Merit recognition. Continuing this partnership allows for our students to have access to all universities across the nation and provides for equitable opportunities for all students in Fort Worth ISD.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

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COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00038472

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is effective upon fully execution ("Effective Date"), by and between 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, ("Client") and College Board ("College Board"). Client and College Board may be collectively referred to as the "Parties" or individually as a "Party."

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of this July 1, 2025 and, unless sooner terminated as provided herein, will expire on June 30, 2026 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all Services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with itemized invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2025-2026 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

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4.0 Taxes. Client agrees to pay any applicable sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICESWILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law, without the waiver of any immunity or defense, and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board. College Board agrees to indemnify, hold harmless, and defend Client from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which Client may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that College Board shall not be obligated to indemnify Client to the extent such Damages are caused directly by the gross negligence or willful misconduct of Client.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College

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Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

With a copy to:
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:
Dr. Robert Wright
Director
Fort Worth Independent School District
1050 Bridgewood Dr.
Fort Worth, TX 76112
Tel: 817-814-1530
robert.wright@fwisd.org

With a copy to:
Fort Worth Independent School District
Office of Legal Services
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
legal.services@fwisd.org

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9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the Services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these Services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement ("Client Purchase Order"). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client is required to provide a Client Purchase Order, College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement.

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Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

Signature

Name

Title

Date

Signed by:
Mohammed Choudhury
8129C81585BB455...

Signature

Mohammed Choudhury

Name

Deputy Superintendent, Leadership and Learning

Title

6/10/2025

Date

COLLEGE BOARD

DocuSigned by:
Priscilla Rodriguez
3550F7A4000D4D1...

Signature

Priscilla Rodriguez

Name

Senior Vice President, College Readiness Asses

Title

04/10/2025

Date

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PSAT™ 8/9
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. This Schedule outlines how a Client sponsors a PSAT™ 8/9 administration at its schools ("Participating Schools") for students and what data and reports may be provided to Client through our online data portal (the "Program").

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT 8/9 materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide.
   b. PSAT 8/9 test materials delivered via College Board's Digital Testing Platform, BlueBook™, Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. Information about recognition programs College Board.
   d. Access to SAT Practice Tools and Support as set forth below.
   e. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to test day toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the PSAT 8/9 testing publications.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT 8/9, Client agrees that it will, or will ensure each Participating School will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT 8/9.]
   d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
   e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
   f. Verify and update, if necessary, the Test Coordinator name and contact information.
   g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
   h. Ensure that registered students are provided a link to the online PSAT 8/9 Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-8-9-student-guide.pdf) **at least two weeks before the anticipated start of testing.**

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i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ("SSOR"), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

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Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's Test Day Toolkit ("TDTK") application in connection with the administration of the PSAT 8/9. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 8/9 Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT 8/9 Testing Window.** Client has agreed to administer the PSAT 8/9 to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT 8/9.** The PSAT 8/9 will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT 8/9 testing publications and PSAT 8/9 Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT 8/9 Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT 8/9. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in the Testing Window.

   Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional PSAT 8/9 test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA.

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

   College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.
   - *First and last name
   - Middle initial
   - *Date of Birth
   - *Attending institution (AI Code)
   - *Grade
   - *Gender

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- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
d. For PSAT/NMSQT and PSAT 10, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student, their high school and district, about the students' eligibility and recognition status.
e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.
f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
h. Score Report to Schools, Districts and State" Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.

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m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement, or any data privacy agreement. Nothing in this Agreement is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

   College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

   College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

   Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT 8/9 Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. Step-by-step assistance with College Board online tools including the SSD System, SSOR and TDTK;
   b. Assistance with completing required forms such as School Code Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

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Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT 8/9 Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us.

X. ADDITIONAL PSAT 8/9 TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT 8/9 tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

   College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT 8/9 exam.

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XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Robert Wright	Nellie Lucano
Title:	Director, College, Career, and Military Readiness	Director, Procurement Services
Address:	1050 Bridgewood Dr	7060 Camp Bowie Blvd
City/State/Zip:	Fort Worth, TX 76112	Fort Worth, TX 76116-7119
Phone:	817-814-1530	817-814-2216
Fax:		
Email:	robert.wright@fwisd.org	nellie.lucano@fwisd.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

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PSAT/NMSQT®
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. Taking the PSAT/NMSQT®[1] provides students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration at its schools ("Participating Schools") for students and what data and reports may be provided to Client through our online data portal (the "Program").

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish PSAT/NMSQT materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide.
   b. PSAT/NMSQT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. Information about scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board, as applicable.
   d. Information from College Board to help participants understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to participants in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to Test Day Toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of PSAT/NMSQT testing publications.
   c. Access to a digital test preview to demonstrate the navigation and tools available to participants in the digital testing platform.
   d. Materials to support participants receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual participant score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.
   g. Insights and reporting on participants' participation in the College Board mobile application and insights to support participant engagement in exploring college and career information and opportunities, as further described in Annex1.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat). Client and students shall use the Khan Academy Prep tool and materials in accordance with Khan Academy's guidelines.

III. CLIENT RESPONSIBILITIES

1. In connection with PSAT/NMSQT, Client agrees that it will, or will ensure each Participating School will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.

[1] PSAT/NMSQT is a registered trademark of College Board and National Merit Scholarship Corporation.

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c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for PSAT/NMSQT.
d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitor, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
f. Verify and update, if necessary, the Test Coordinator name and contact information.
g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online PSAT/NMSQT Student Guide (https://satsuite.collegeboard.org/media/pdf/psat-nmsqt-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in the case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://accommodations.collegeboard.org/. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without the College Board's prior approval may not receive scores or may

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otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org ("SSOR"), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

   Changes to Participating Schools. Changes to the list of Participating Schools must be made online in the SSOR no later than **two weeks prior to the beginning of the testing window.**

   If Client omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's Test Day Toolkit ("TDTK") application in connection with the administration of the PSAT/NMSQT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **PSAT/NMSQT Testing Window.** Client has agreed to administer the PSAT/NMSQT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the PSAT/NMSQT.** The PSAT/NMSQT will be administered to students under standard College Board national test administration and security protocols as specified in the PSAT/NMSQT testing publications and PSAT/NMSQT Test Coordinator training and instructional materials, unless otherwise stated in this Schedule. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the PSAT/NMSQT Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the PSAT/NMSQT. This Agreement does not guarantee that all Students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. Students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing later in their Testing Window. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION. USE AND DISCLOSURE OF DATA

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1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

   College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.
   - *First and last name
   - Middle initial
   - *Date of Birth
   - *Attending institution (AI Code)
   - *Grade
   - *Gender
   - *Test administration indicator (that is, which assessment)
   - *Season for testing
   - *Student identifier

   College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*

   For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

   a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.
   b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*
   c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.
   d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program and share information with the student, their high school and district about the students' eligibility and recognition status.
   e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the student and their high school about the students' eligibility and recognition status.
   f. Score Reporting to Students: College Board will report to the student the score achieved on the tests which are the subject matter of this Agreement, insights from those scores, and their AP Potential.
   g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.

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h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

VIII. DATA PROTECTION AND SECURITY MEASURES

1. **Data Protection**. College Board shall take actions to protect the security and confidentiality of personally identifiable information that may be obtained pursuant to this Agreement in a manner consistent with industry standards. College Board will maintain a SOC 2 Type II report.

College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

Client shall be responsible for removing access to College Board's platforms for any personnel who no longer should have access, or promptly notifying College Board to request removal of any such access.

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2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

IX. COLLEGE BOARD CUSTOMER SERVICE

1. **Dedicated PSAT/NMSQT Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
   b. Assistance with completing required forms such as School Code Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

   Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us

X. ADDITIONAL PSAT/NMSQT TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on the Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of PSAT/NMSQT tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

   College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's

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online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Robert Wright	Nellie Lucano
Title:	Director, College, Career, and Military Readiness	Director, Procurement Services
Address:	1050 Bridgewood Dr	7060 Camp Bowie Blvd
City/State/Zip:	Fort Worth, TX 76112	Fort Worth, TX 76116-7119
Phone:	817-814-1530	817-814-2216
Fax:		
Email:	robert.wright@fwisd.org	nellie.lucano@fwisd.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

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SAT® SCHOOL DAY PROGRAM
SHELF SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. This Schedule outlines how Client sponsors a SAT School Day administration at its schools ("Participating Schools") for students during a certain designated period ("Testing Window") and what SAT data and reports may be provided to Client through our online data portal (the 'Program').

II. PROGRAM MATERIALS AND INFORMATION

College Board shall furnish SAT School Day materials and information as follows:

1. **Materials for Students:**
   a. Link to the Student Guide.
   b. SAT test materials delivered via College Board's Digital Testing Platform, BlueBook™. Assessment score report delivered as a PDF to Client via College Board's K-12 Reporting Portal.
   c. The ability to send SAT scores to colleges, scholarship programs and other designated score recipients via College Board website, collegeboard.org in the SAT section.
   d. Information from College Board to help students understand and navigate post-secondary and career pathways and opportunities through a College Board mobile application, as described in Annex 1 attached.
   e. Access to SAT Practice Tools and Support as set forth below.
   f. Access to Bluebook and the test at school (Client will have access to a digital test preview to demonstrate the navigation and tools available to students in Bluebook).

2. **Materials for Participating Schools**:
   a. Materials to support test administration.
   b. Client will receive online access to Test Day Toolkit (TDTK), College Board's digital test administration tool, and a downloadable PDF of the School Day testing publications.
   c. Access to a digital test preview to demonstrate the navigation and tools available to students in the digital testing platform.
   d. Materials to support students receiving accommodations which require a paper test, including applicable instructions and the paper testing materials.
   e. Access to individual student score reports and aggregate score reports, and downloadable student data file delivered via College Board's K-12 Reporting Portal.
   f. Access to AP Potential™ via College Board website.
   g. Insights and reporting on students' participation in the College Board mobile application and insights to support student engagement in exploring college and career information and opportunities, as further described in Annex1.

3. **Reports for District:**
   a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board's K-12 Reporting Portal.
   b. Access to AP Potential via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at http://sat.collegeboard.org/practice, all students will have access to a) full-length practice tests in Bluebook and b) focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website at https://www.khanacademy.org/digital-sat. Client and students shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

   Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

III. CLIENT RESPONSIBILITIES

1. In connection with SAT School Day, Client agrees that it will, or will ensure each Participating School will:
   a. Comply with the Legal Terms for Educators and Institutions at https://privacy.collegeboard.org/educator-legal-terms?navId=gf-edterms.
   b. Review the information in Annex 1 below and incorporated herein about College Board's mobile application available for students.
   c. Place orders by the ordering deadline. Orders cannot be decreased after the ordering deadline for SAT School Day.

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d. Designate personnel to act as a Test Coordinator, SSD Coordinator, Technology Coordinator, Technology Monitors, Proctors and Room or Hall Monitors (collectively, "Designated Personnel").
e. Ensure compliance with the requirements for training and other guidelines in publications shared with you.
f. Verify and update, if necessary, the Test Coordinator name and contact information.
g. Submit Eligibility Forms for students with disabilities who do not already have a College Board SSD Eligibility Code (see calendar for deadlines).
h. Ensure that registered students are provided a link to the online SAT Student Guide (https://satsuite.collegeboard.org/media/pdf/sat-student-guide.pdf) **at least two weeks before the anticipated start of testing.**
i. Administer the test to students under standard College Board national test administration and security policies, procedures and protocols as specified in training and/or instructional material shared with Client and in compliance with Designated Personnel Guide directions.
j. Administer the test only during the authorized Testing Window for which the school is registered.
k. Receive emails from College Board regarding the tests and their related offerings and share emails and coordinate communications with other staff at your schools as necessary.
l. There is always a risk of disruption during testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where the only option is to complete testing on the other days during the testing window. This is Client's sole remedy in relation to such disruption.
    1. Testing may not be available in case of severe weather or other disruptions, including without limitation epidemics, that require lengthy closures at your school that extend beyond the end of the Testing Window.

IV. DIGITAL AND PAPER TESTING REQUIREMENTS; ACCOMMODATIONS

1. Digital Testing Requirements.

a. The Test Coordinator will ensure compliance with training requirements for all testing staff at each Participating School who will complete all required College Board Test Day Staff Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
b. The Technology Coordinator for each Participating School will ensure the successful and accurate completion of all digital readiness and technology setup activities. These include: a dedicated device for Test Coordinator(s) to monitor test activities, a proctor device to administer the digital test in each testing room, and devices for each test-taking student with College Board's Digital Testing Platform, Bluebook™, installed. Additional information on the devices required for test day, including recommendations on battery and power source, supported operating systems, supported web browsers, and network configuration can be found at https://bluebook.collegeboard.org/technology/devices. Client must ensure that each Participating School can meet College Board Digital Testing Requirements as outlined on the referenced website.
c. Client shall complete College Board's Registration process for each student scheduled to test by the registration deadline.
d. If you are administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet students' testing needs, Client should arrange for alternate accommodation supports.

2. Paper Tests

a. College Board may provide a limited number of paper test books for students requiring accommodations that cannot be delivered as a digital test or otherwise as approved by College Board.
b. Client, or Participating Schools, as applicable, will keep all test books in locked storage until test date.
c. Participating Schools will collect all test books at the end of the test.
d. Participating Schools will promptly complete the process for submitting responses for students that test using paper materials in accordance with the policies and processes provided by College Board to Test or SSD Coordinators.
e. Participating Schools will promptly return all paper test materials in accordance with the policies and processes provided by College Board to Test Coordinators.

3. ACCOMMODATIONS

Accommodations for students with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Students must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at https://accommodations.collegeboard.org/. Only College Board-approved accommodations are permitted. Students who use accommodated test materials without College Board's prior approval may not receive scores or may otherwise have their scores cancelled or invalidated, and that cannot be reported to colleges, scholarship programs and other

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designated score recipients. Client allowed accommodations that prevent reportable scores cannot be reported to colleges, scholarship programs, and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each Participating School to facilitate the application for and administration of approved accommodations. SSD Coordinators are responsible for notifying students when and where to report on test day. Early testing or testing at times other than those published by College Board is not permitted under any circumstances. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at SSD Coordinator Form. Students with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program. English Learner (EL) Supports like translated directions and the use of word-to-word glossaries do not require approval or special test format.

V. REQUIRED INFORMATION AND TRAINING

1. Client shall furnish College Board with: (a) a list of Participating Schools with their respective College Board school code online in College Board's SAT Suite Ordering and Registration system located at the following location ordering.collegeboard.org. ("SSOR"), (b) a list of all students registered for the exam are submitted online using the registration template in the College Board registration system located at the following location ordering.collegeboard.org and (c) the Client's contacts entered online in SSOR.

   Changes to Participating Schools. Changes to the list of Participating Schools must be made online in SSOR no later than **two weeks prior to the beginning of the testing window.**

   If Client's omits schools from the List of Participating Schools, then such schools shall not be covered under this Schedule.

2. **Training of Designated Personnel at the Participating Schools.** College Board will make available online all necessary training and/or instructional materials to Designated Personnel. The required training and/or instructional materials will be made available online by College Board to Client and **must be completed two weeks before the test administration date**.

   Designated Personnel are required to utilize College Board's Test Day Toolkit (TDTK) application in connection with the administration of the SAT. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fails to complete such training prior to the scheduled test administration.

VI. TESTING

1. **SAT Testing Window.** Client has agreed to administer the SAT to registered students during the Testing Window(s) selected by Client in SSOR. In order to test, Client, or students, as applicable, will be required to install Bluebook on school owned devices that meet College Board technical specifications. Students using personal devices will be required to install Bluebook on compatible devices. Client shall provide internet access to each testing device.

2. **Administering the SAT.** The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day testing publications and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration from College Board. Client personnel must use TDTK in connection with the administration of the SAT. This Agreement does not guarantee that all students registered by Client for the Program will actually test. It is the responsibility of Client to encourage students to complete the program. students will follow the guidelines in applicable College Board digital student materials.

3. **Client Testing Delays.** Participating Schools select an administration date within a Testing Window for the SAT School Day. Should an event occur that would require Participating School(s) to close for reasons beyond the reasonable control of such Participating School(s) (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a "Delay Event"), the Participating School(s) should adjust testing until later in the Testing Window.

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Client understands that by selecting the last week of a Testing Window as their main administration date, if there is a Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect. No additional administration of the assessment will be made available after the Testing Window.

VII. COLLEGE BOARD COLLECTION, USE AND DISCLOSURE OF DATA

1. Client acknowledges and agrees that the data collected from the administration of the assessment ordered under this Agreement is subject to the terms below, which are further described within College Board's privacy policies, available at https://privacy.collegeboard.org.

College Board shall collect from Client, or Participating School, as applicable, the following student data in connection with the registration of the assessments you are ordering under this Agreement, with those asterisked required for registration. Client and College Board agree to comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA"), as applicable. Client will obtain any and all consents necessary for students to participate in the assessment(s), if any.

- *First and last name
- Middle initial
- *Date of Birth
- *Attending institution (AI Code)
- *Grade
- *Gender
- *Test administration indicator (that is, which assessment)
- *Season for testing
- *Student identifier

College Board may collect additional data and information from students in connection with the assessments, all of which is optional and subject to College Board's privacy policies. *See Annex 1 for more information.*
For digital testing, College Board will receive certain information about the device used by the student and monitor and capture actions students take when using Bluebook to ensure the device is compatible for test security purposes, for test validation and research, as well as to develop and improve College Board products and services. We may disclose this information but only in aggregated and de-identified form.

2. College Board may also collect, retain, use and share students' personally identifiable information to perform this Agreement including for the purposes outlined below.

a. For SAT, State Scholarship Organizations: State affiliated scholarship organizations may receive student data, including SAT Score(s), solely for the purposes of eligibility for a scholarship or recognition program. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any state scholarship programs nor awarding decisions.

b. For SAT, State Direct Admissions Programs: State government agencies that are operating direct admissions programs on behalf of their state public higher education institutions may receive student data, including SAT score(s), solely for the purposes of facilitating and administering direct admissions on behalf of those institutions. College Board will enter into an agreement with any such state agency for these purposes. College Board is not involved in setting the criteria for any direct admission programs or offers, nor is College Board involved in any decision by the state agency or the state public higher education institution(s) to make (or decline to make) any direct admission offers. *See Annex 1.*

c. For SAT, National Presidential Scholars: Data about eligible students are shared with the US Department of Education for purposes of the U.S. Presidential Scholars Programs. College Board will enter into an agreement with the US Department of Education for these purposes.

d. For PSAT 10 and PSAT/NMSQT, National Recognition Programs: College Board uses student data to determine a student's eligibility to apply for and receive its National Recognition Programs, award(s), for administration of the National Recognition Program, and share information with the student, their high school and district about the students' eligibility and recognition status.

e. For PSAT/NMSQT, College Board will share scores, data derived from scores, certain student demographic information, and other information provided by students during testing with the National Merit Scholarship Corporation (NMSC) in order for NMSC to determine whether students are eligible for its National Merit Scholarship Program and administer this program in accordance with the PSAT/NMSQT Student Guide and www.nationalmerit.org. This includes NMSC sharing information with the students and their high school about the students' eligibility and recognition status.

f. Score Reporting to Students: College Board will report to the student the score achieved on assessments which are the subject matter of this Agreement, insights from those scores, and their AP Potential.

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g. SAT Score Sends: Students may identify institutions to receive their SAT scores. Student scores and basic demographic information sufficient for identity matching are only provided to higher education institutions and scholarship organizations when authorized by students.
h. Score Report to Schools, Districts and State: Schools, Districts and the State will have access, including through College Board's online reporting portals, to students' assessments score(s) and data derived from the score(s) the student received on past and future College Board assessments, consistent with disclosures to the students.
i. Accommodations: College Board uses student data to process applications for testing accommodations and to communicate with the SSD coordinator and students regarding accommodations.
j. Test Security: College Board may use student data to identify and investigate potential test security incidents, communicate with students about any such incidents, and protect and enhance test security. College Board may disclose the results of test security investigations with third parties, including to the student's school, any score recipient, college, higher education institution or agency, scholarship organization, potential score recipient government agency in the U.S or abroad, parents, legal guardians, or law enforcement.
k. Research: College Board may use de-identified student data for psychometric and educational research purposes to evaluate the validity of our assessments and ensure that tests are unbiased in terms of race, gender, and culture. College Board may use de-identified data to demonstrate the effectiveness of College Board programs and services. College Board may also use data to maintain, develop, support, improve and diagnose our services and applications.
l. Operational Third Parties: College Board may use and disclose personally identifiable information to third parties providing services to College Board as necessary for its performance of the services in this Agreement and others necessary to administer the SAT Suite and related services. These vendors cannot relicense, sell, rent, or otherwise repurpose the information. These organizations have contractual requirements to protect personally identifiable information from unauthorized access, use, or disclosure.
m. Other: College Board may disclose student data as required by law, when we believe in good faith that it's necessary to protect our rights, protect an individual's safety or the safety of others, investigate fraud, or respond to a government request.

College Board may retain information as needed for legitimate educational purposes, to provide services to students or their educational institution, comply with legal obligations, resolve disputes, and enforce College Board's agreements, which survive this Agreement.

Client acknowledges that students may desire to continue and further develop a direct relationship beyond the administration of SAT Suite of Assessments for the purposes of students' college and career readiness by utilizing College Board's services available to all students. The terms and conditions of this Agreement related to the collection, maintenance, use, and disclosure of data shall only apply to the data College Board receives in connection with this Agreement. Nothing in this Agreement, or any data privacy agreement, is intended to diminish or interfere with student's personal rights in their assessment data, as students have rights independent of this Agreement to access, retain, and use their test scores, including for tests which are the subject matter of this Agreement, and no provisions in this Agreement are intended to address or cover data that College Board has, or may receive, for services which are outside the scope of this Agreement.

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College Board has security measures in place designed to help protect against loss, misuse and alteration of the data under College Board's control. College Board shall develop, implement, maintain and use reasonably appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of personally identifiable information that may be obtained pursuant to this Agreement, as determined by College Board. College Board shall host content in a secure environment that uses Web Application Firewalls/security groups and other advanced technologies designed to prevent interference or access from outside intruders.

College Board encrypts personally identifiable information that may be obtained pursuant to this Agreement in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board. When College Board's platforms are accessed using a supported web browser, Transport Layer Security("TLS") or equivalent technology protects information while in transit, using both server authentication and data encryption to help secure the data and limit availability to only authorized users.

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2. **Security Measures**. College Board will extend the confidentiality requirements and security measures identified in this Agreement by contract to subcontractors used by College Board, if any, to provide services related to this Agreement. College Board will use appropriate and reliable storage media, regularly backup data and retain such backup copies for the duration of this Agreement, as defined by College Board. You acknowledge that College Board utilizes cloud hosting service providers throughout its infrastructure. College Board will store personally identifiable information that may be obtained pursuant to this Agreement in the United States where technically feasible and reasonable, as determined solely by College Board.

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1. **Dedicated SAT School Day Customer Service for Educators:** College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

   a. Step-by-step assistance with College Board online tools including SSD System, SSOR and Test Day Toolkit (TDTK);
   b. Assistance with completing required forms such as School Code Request Form;
   c. Assistance with technical complications for Bluebook Installation and Registration login, for example; and
   d. Feedback mechanism for counselors.

   Dates and Times of Service: **Available three months prior to primary test date**. Standard hours of operation: Monday through Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: https://satsuite.collegeboard.org/contact-us

X. ADDITIONAL SAT SCHOOL DAY TERMS AND CONDITIONS

1. **Ownership of Intellectual Property**. College Board is the exclusive owner of all rights in and to the digital Testing Platform, Bluebook, Test Day Toolkit (TDTK), K-12 Reporting Portal, AP Potential, guidebooks for students and Designated Personnel, SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10, and PSAT 8/9 examinations, all individual test items (questions) contained therein, including all copies thereof, test booklets, all examination materials and all data collected therefrom, including but not limited to student scores derived from the exam, are at all times exclusively owned by College Board. In addition, College Board is the exclusive owner of AP Potential, College Board's mobile app described below, and all publications and reports associated with SAT exam, SAT with Essay exam, PSAT/NMSQT, PSAT 10 and PSAT 8/9 described in this Agreement including all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (all platforms, exams and related material referenced in this provision are collectively referred to as "College Board Intellectual Property"). Client acknowledges and agrees that nothing in this Agreement shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client.

   Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing any questions from the assessments including from digital testing or paper test booklets (if used) in whole or in part, without the prior written consent of College Board.

2. **SAT Suite Question Bank and License**. The SAT Suite Question Bank provides educators with the ability to access released PSAT 8/9, PSAT 10, and SAT questions by content domain, and score bands are provided for each question. College Board will release at least one full "adaptive test panel" of content for each section of each assessment each year.

   College Board grants Client a non-exclusive, limited and revocable license to use the SAT Suite Question Bank and any other released questions for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which you may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT Suite Question Bank questions and answers or the third-party content in any manner unless it has express written permission from College Board and the owner of the third-party content.

   College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

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3. **Student Score Report License**. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to access and use the student score reports provided for the assessment(s) pursuant to this Agreement for the legitimate educational purposes of internal analysis, which includes your internal training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports, or the data derived from them externally or to third parties other than the student without the express written consent of College Board.

XI. FEE CALCULATION

1. **Fees.** The fee calculation for this Schedule is based on Client selections in SSOR. Pricing adjustments that reduce the fee per test for an amount less than the retail price are provided at the sole discretion of College Board.

   Clients will be charged the fee in the attached Budget Schedule based on the number of SAT School Day tests submitted. The test volumes and total cost indicated in the Budget Schedule are estimates.

   College Board reserves the right to suspend ordering for the SAT Suite of Assessments if Client has an outstanding undisputed invoice(s) to College Board in an amount greater than $300 for more than 90 days from the invoice date. Clients who have been suspended will be precluded from ordering any SAT Suite of Assessments in College Board's online ordering system until the invoice(s) has been paid in full. Access will not be denied if there is a third party (your District or State or another school) responsible for the payment of such outstanding invoices.

2. **Restrictions**. No student participating under this Schedule will be assessed an individual fee for taking the SAT School Day exam.

XII. CLIENT CONTACT INFORMATION

	Primary[1]	Procurement[2]
Name:	Robert Wright	Nellie Lucano
Title:	Director, College, Career, and Military Readiness	Director, Procurement Services
Address:	1050 Bridgewood Dr	7060 Camp Bowie Blvd
City/State/Zip:	Fort Worth, TX 76112	Fort Worth, TX 76116-7119
Phone:	817-814-1530	817-814-2216
Fax:		
Email:	robert.wright@fwisd.org	nellie.lucano@fwisd.org

[1] This is the person to whom College Board should direct primary communications.
[2] This is the person to whom College Board should send the Contract for review and approval within the district procurement/contract department.

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College Board's College and Career Readiness Educational Services

With the Covered Assessments, College Board shall provide the following educational services to help students navigate post-secondary and career pathways and to help K-12 educators and counselors serve their students' needs (collectively, "Educational Services").

"App" refers to a College Board mobile application, BigFuture® School, that students age 13 and older can download from the App Store to access Educational Services. The App is only available for students taking the SAT School Day, PSAT/NMSQT, PSAT 10 and PSAT 8/9. "BigFuture School" as used herein refers to the Educational Services provided on the App (including in-App notifications if the student elects to turn on those notifications) and potential other channels such as through a website portal exclusively for the Educational Services.

SCORE INFORMATION: In BigFuture School, students may access their scores and other score information (collectively, "Score Information") for College Board assessments including scores received by students on Covered Assessments. For SAT School Day, Score Information will include career readiness indicator(s) derived from the student's scores and the U.S. Department of Labor/Employment and Training Administration Occupational Information Network (O*NET), mapping the math, reading, and writing skills measured by the SAT to the qualitative and literacy skills for occupations in O*NET.

RECOMMENDATIONS: In BigFuture School, College Board may provide students with educational information and recommendations about college and career options including, for example, AP Potential, postsecondary options and opportunities, career pathways, scholarships, National Recognition Program potential eligibility, financial aid and paying for college information, and opportunities to participate in College Board research studies (collectively, "Recommendations"). In providing and customizing Recommendations, College Board may use score(s) achieved on Covered Assessments, career readiness indicators as provided in their Score Information for SAT School Day, and student information collected in connection with Covered Assessments and through students' use of Educational Services. In the Recommendations, College Board may include third-party links to other sites that are not operated by us, including colleges, universities, scholarship organizations, and career information sites. College Board is not responsible for the content or operation of other websites, and links to other websites are not intended to imply endorsement of them by College Board.

CONNECTIONS*: Connections is available to students taking the SAT School Day, PSAT/NMSQT, and PSAT 10. Connections is a College Board program through which students are provided information about non-profit colleges, universities, nonprofit scholarship providers, and other government agencies administering educational programs ("Eligible Institutions") and may receive preliminary offers of admission from nonprofit colleges and universities ("Participating Colleges"). Information provided to students is based on criteria provided by those Eligible Institutions and Participating Colleges and student information and interests. This may include:

- student interests, demographics, students' use of Educational Services, and other information collected by College Board during Covered Assessment(s) for which the student opts-in to Connections;
- students' interests and preferences (such as through user controls within the App, through engagement in BigFuture School, and any updates students make to their information in their use of Educational Services);
- assessment score ranges the student received on past and future SAT, AP, PSAT/NMSQT and PSAT10 assessments; and
- for preliminary offers of admission from Participating Colleges, assessment score ranges the student received on past and future SAT assessments may be used, and race and ethnicity will not be used.

College Board never shares students' personally identifiable information with Eligible Institutions or Participating Colleges as part of Connections.

Connections is entirely optional, and students must affirmatively opt-in and agree to College Board's use of their information as described above for Connections if they wish to participate. Unless an LEA or a school directs College Board to exclude its students from Connections (as further described below), students can opt-in during Covered Assessment(s) or in the App and may be able to do so through other channels. If a student opted-in to Connections during a prior SAT School Day, PSAT/NMSQT, or PSAT 10 assessment pursuant to an agreement with their school, district, or state, Client acknowledges and agrees to use of the student's information from Covered Assessment(s) under this Agreement in Connections, with notice of the same and opportunity to opt-out presented to any such students during the Covered Assessment(s).

Students can opt-out of Connections at any time, using any of the multiple ways provided, including, an opt-out feature within the App, an unsubscribe option from Connections emails, opt-out instructions included in each mailing, and by contacting College Board's customer service. Students can also choose to remain in Connections but opt-out of individual communications channels (emails, hardcopy mailings, and in-app).

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Opted-in students may receive information from and about Eligible Institutions and Participating Colleges in the App (including in-App notifications if the student elects to turn on those notifications), by hard copy mail, and by email, subject to the student providing their home address, email, and/or downloads the mobile application, all of which data elements are optional. Eligible Institutions and Participating Colleges do not know the identity of a student to whom information is delivered unless and until the student chooses to provide their personal information directly to the Eligible Institution or Participating College, which the student can only do outside of the App and outside of the Educational Services. A student may be able to link from the App, email, or QR code in a mailing to further content within BigFuture School or to an external webpage or webform hosted by that Eligible Institution or Participating College. Any preliminary offer of admission will include a school-specific website link through which the student may share their information directly with the Participating College, after which the Participating College may inform the student about any next steps to enroll as well as to be considered for any financial aid. College Board may track students' access to such links/webpages for purposes of reporting and analytics, but College Board will not disclose such information to Eligible Institutions or Participating Colleges other than in de-identified and aggregated form.

Content provided to students through Connections are created by Eligible Institutions and Participating Colleges and may include text, images, videos, and interactive elements. While Connections may be personalized by College Board (e.g., student name at the top of an email) through automated means, College Board is not responsible for and does not create, edit, or approve of the content. Notwithstanding the foregoing, College Board may send a communication to the student alerting them that information through Connections is forthcoming and/or available in BigFuture School for them to access.

For students who receive a preliminary offer of admission, there is no guarantee of admission, scholarships, or financial aid and it may require them to complete additional steps to accept the offer as defined by the Participating College(s). The Participating College(s) may also require confirmation of information it relied upon in making a preliminary offer of admission, such as requiring the student to submit their final transcript to complete the admissions process. Each Participating College makes the decision on preliminary offers of admission. College Board is not involved in any of the selection or decision making by the Participating College(s).

*Not offered in New York at this time. There may be other exclusions.

ADDITIONAL DETAILS REGARDING EDUCATIONAL SERVICES:

There is no incremental cost for Educational Services.

College Board shall provide Client with reporting on its students' use of Educational Services, with the content and cadence within College Board's sole discretion.

College Board collects certain information from students during Covered Assessments to ensure test validity and fairness, for identity matching and the purposes described above under the "College Board Collection, Use, and Disclosure of Data" section. College Board also uses that information in Educational Services, as described above, and to communicate with students about their Covered Assessment(s) and the Educational Services. For students who use the Educational Services, they may be able to update this information within the Educational Services, if they so choose. **All questions are optional.**

Questions include the following:
- Home/Mailing Address
- Email Address
- Race
- Ethnicity
- First Language
- Best Language
- GPA
- Intended College Major
- Level of Education Aspirations
- Parents' Level of Education

The following are only asked for the PSAT/NMSQT:
- Whether the student is enrolled in high school traditional or homeschooled
- Whether the student will complete or leave high school and enroll full-time in college
- How many total years the student will spend in grades 9-12
- Whether the student is a U.S. citizen (for students testing outside the United States)

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To use the App, College Board will provide a secure method for the student to access and authenticate their identity using information collected about them in connection with the Covered Assessment(s) and Educational Services. This may include Client providing student information for this purpose, including, for example, student email address, students providing a mobile number during the administration of the Covered Assessment with their phone number then being used to authenticate into the App, and/or Client providing an access code to each student. By providing their mobile number, the student authorizes College Board to text them to download the App, authenticate into the App, and about their scores, including when their scores are available for Covered Assessments. College Board does not use mobile numbers collected during Covered Assessments for any other purposes. Students are encouraged to provide an email address solely for App account recovery purposes. The foregoing is clearly explained to the student.

Client may direct College Board to automatically exclude its students from Connections for the Covered Assessment(s) under this Agreement by contacting College Board Customer Service at (866) 609-1369. Client may visit collegeboard.org/connections-tc for more information about Connections and for access to an opt-out form.

- Opt-outs must be submitted before the deadline communicated by College Board in order to suppress displaying the Connections opt-in to students during their testing experience for the Covered Assessment(s).
- If a student had already opted-in to Connections under this Agreement before Client opted-out of the student's data from Covered Assessment(s) under this Agreement will no longer be used for Connections upon College Board's implementation of Client's opt out
- If Client excludes its students from Connections and a student is not participating in Connections through other assessment(s) outside of this Agreement, the student will not receive any new content or messaging and anything previously delivered may be still accessed by the student.
- If Client opts-out, scores the student received on Covered Assessment(s) may still be used for Connections as described above if the student opted-in to Connections through an agreement between College Board and their school, district, or state which has access to Covered Assessment score(s).
- In some instances, Client's state may have elected to opt-out its students and College Board will abide by that exclusion for Client's students.
- If Client opts-out, Client may revoke this opt-out election by contacting College Board at SAT Customer Service at 888-SAT-HELP, +1-212-520-8600 (International), or email sateducator@collegeboard.org.
- Upon opt-out, students will still be able to use BigFuture School to receive Score Information and Recommendations.

Students may have opportunities to link from BigFuture School to BigFuture® and to other college and career planning services on College Board's website, www.collegeboard.org. Those services are not part of Educational Services and do not use student data collected under the Covered Assessments which are the subject matter of this Agreement or any DPA; the only exception being scores on College Board assessments, as all students have independent rights in their own test scores, as further acknowledged above. Students use BigFuture in their personal capacity and may need a personal College Board account to use certain features. Students with personal College Board accounts may also be able to access their scores through their personal accounts. Students may also have opportunities to copy data from their personal College Board accounts to Educational Services for use in the Educational Services. Such data copies shall be considered part of Educational Services, and those copies are subject to the same privacy rules as student data collected during Covered Assessments.

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Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT: Fall 2025 (11th Grade)	July 1, 2025	June 30, 2026	6,750	$18.00	$121,500.00	$59,535.00	$61,965.00
PSAT/NMSQT: Fall 2025 (Other Grades)	July 1, 2025	June 30, 2026	6,816	$18.00	$122,688.00	$39,260.16	$83,427.84
PSAT 8/9: Fall 2025	July 1, 2025	June 30, 2026	12,039	$14.00	$168,546.00	$53,934.72	$114,611.28
SAT School Day: Spring 2026	July 1, 2025	June 30, 2026	6000	$60.00	$360,000.00	$114,000.00	$246,000.00

Subtotal: $772,734.00

Total Discount: $266,729.88

Total Cost: $506,004.12

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CollegeBoard

Quote Created: 3/28/2025
Quote Expiration: 9/30/2025

This quote is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void. This quote is for illustration only and is not considered an invoice or promise for the delivery of these services.

Company Address
250 Vesey Street
New York, NY 10281
United States

Prepared by
College Readiness Assessments

College Board Contact
Corey Nieman
cnieman@collegeboard.org

Prepared for
Fort Worth Indpendent School District
7060 Camp Bowie Boulevard
Fort Worth, TX 76116-7119

Product	Quantity	List Unit Cost	List Total Cost	Adjusted Cost
PSAT/NMSQT: Fall (11th Grade)	6,750	$18.00	$121,500.00	$61,965.00
PSAT/NMSQT: Fall (Other Grades)	6,816	$18.00	$122,688.00	$83,427.84
PSAT 8/9: Fall	12,039	$14.00	$168,546.00	$114,611.28
SAT School Day: Spring*	6,000	$60.00	$360,000.00	$246,000.00

*Cost per student will not exceed $41 per test taken; final cost per student will be determined in procurement process with TEA.

Totals

Estimated Subtotal:	$772,734.00
Adjustments:	$266,729.88
Estimated Total:	**$506,004.12**

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE PURCHASE OF DUAL CREDIT TEXTBOOKS AND TARRANT COUNTY COLLEGE PLUS RESOURCES**

BACKGROUND:

Fort Worth Independent School District provides all Dual Credit textbooks for students participating in approved Dual Credit courses offered through the Tarrant County College (TCC) District and their high school during the school day. Textbooks are based on each Dual Credit student enrolled in a TCC course that includes a required textbook, or a TCC Plus course that includes the required textbook resources already built into the Dual Credit class through the Canvas. This will be year two (2) of three (3) of the agreement; this is for the annual purchase of textbooks and digital learning materials.

STRATEGIC PRIORITY:

1 – Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources
2. Decline to Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Dual Credit Textbooks and Tarrant County College Plus Resources

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6321-807

COST:

Not-to-Exceed - $750,993

VENDOR(S)/PROVIDER(S):

Tarrant County College District, Barnes and Noble Bookstore

PURCHASING MECHANISM:

Interlocal Agreement

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

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

Arlington Heights HS
Benbrook HS
Carter-Riverside HS
Diamond Hill-Jarvis HS
PL Dunbar HS
Eastern Hills HS
IM Terrell Academy for STEM & VPA
Marine Creek Collegiate
North Side HS
RL Paschal HS
Polytechnic HS
South Hills HS
Southwest HS
Success HS
TABS
TCC South/FWISD Collegiate
GB Trimble Technical HS
Western Hills HS
World Languages Institute
OD Wyatt HS
Young Men's Leadership Academy
Young Women's Leadership Academy
College, Career, and Military Readiness & Enrichment

RATIONALE:

The purpose of this agreement is to provide students the opportunity to earn both college and high school credit that lead to a post-secondary degree and/or certificate while enrolled in high school. These TCC courses and textbooks will allow students access to continued enrollment in college courses which allow high school credit and college credit simultaneously. This is for the annual purchase of textbooks and digital learning materials for dual credit courses provided through TCC.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

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INSTRUCTIONAL AGREEMENT

BETWEEN

TARRANT COUNTY COLLEGE DISTRICT

AND

FORT WORTH INDEPENDENT SCHOOL DISTRICT

DUAL CREDIT PROGRAM

STATE OF TEXAS

This Agreement (herein so called), made and entered into as of **July 24, 2024**, by and between the **Tarrant County College District**, a Texas political subdivision of higher education, (referred to herein as "COLLEGE DISTRICT") and **Fort Worth Independent School District,** a Texas independent school district (referred to herein as "SCHOOL DISTRICT") evidences the following:

This Agreement shall be in effect for a period of three (3) years beginning as of **July 24, 2024**, and ending on **June 30, 2027**. Sixty days before the end of the term, SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the COLLEGE DISTRICT (SCHOOL DISTRICT and COLLEGE DISTRICT are sometimes referred to herein as "Party" or collectively as "Parties").

PURPOSE

The purpose of this Agreement is to provide students the opportunity to earn both college and high school credit while enrolled in high school (public, private, charter, or home school). The COLLEGE DISTRICT and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and awarded through the COLLEGE DISTRICT for semester credit hours leading to a post- secondary degree or certificate.

DUAL CREDIT STATEWIDE GOALS

HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to plan and offer outreach efforts including sessions for students and parents that provides information on the benefits, costs, funding, and enrollment policies of dual credit.

The dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education. Students will follow the course offerings established by the COLLEGE DISTRICT'S course crosswalk and be informed on the time to degree completion.

COLLEGE DISTRICT will work in collaboration with SCHOOL DISTRICT to provide all students participating in the dual credit program academic and college readiness advising with access to the

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COLLEGE DISTRICT'S student support services to support students with college course completion.

Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses by participating in the dual credit program. Dual credit courses will maintain the COLLEGE DISTRICT'S standards in compliance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the Texas Higher Education Coordinating Board (THECB).

TEXAS HOUSE BILL 8 (HB8)

Texas community colleges will now receive state funding primarily through an outcomes-based model that is aligned with state higher education goals in *Building a Talent Strong Texas* and regional and state workforce needs. HB 8 establishes a new funding model through which colleges receive a majority of their state funding through a formula based on measurable, student-focused outcomes and data. By focusing on outcomes, this system rewards colleges for equipping more Texans with the knowledge, skills, and experiences they need to enter the labor market and maintain our state's economic competitiveness.

This funding is calculated based on the number of credentials the college awards, with an emphasis on credentials for high-demand occupations; the number of students who earn at least 15 credit hours and transfer to (or are co-enrolled in) a four-year public university; and the number of high school students who earn at least 15 credit hours through academic and workforce dual credit programs.

HB8 also provided for the implementation of the Financial Aid for Swift Transfer (FAST) program. FAST is an optional program available to public institutions of higher education, as defined under TEC, Section 61.003(8). By statute, the FAST program requires that eligible students at participating institutions incur no cost for their dual credit coursework. An eligible student will not pay tuition and fees for an eligible dual credit course. Books, supplies, and other course materials must also be provided at no cost to an eligible student. Students are "eligible students" under the FAST program if they:

1. Are enrolled in an eligible dual credit course at a public school district or charter school (i.e., eligible for Foundation School Program funding); and
2. Are taking a course offered through an institutional agreement, as outlined in TAC, Section 4.84, from an institution of higher education that has opted to participate in FAST; and
3. Were qualified for free/reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as tuition, fees, books, or supplies. However, FAST-eligible students may not incur these charges. Participating institutions may not charge a per-credit tuition rate more than the state-approved FAST tuition rate to any student who is not FAST-eligible but is attending high school in a Texas school district or charter school for any eligible dual credit course offered by an agreement with the participating institution. Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by school districts or charter schools.

DUAL CREDIT TUITION WAIVER

Effective Fall 2023, the COLLEGE DISTRICT shall waive tuition for all dual credit/enrollment students. This waiver will apply to all dual credit/enrollment students including early college high school, concurrent enrollment, private, and home school students, and will waive the tuition for all approved dual credit courses offered via this Agreement in partnership with the COLLEGE DISTRICT. This waiver will

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also apply to any dual credit/enrollment students regardless of county of residence or modality of their coursework, and shall apply to courses taken in any semester (Summer, Spring, Fall, etc.).

ELIGIBLE COURSES

COLLEGE DISTRICT shall establish and conduct courses which are incorporated into this Agreement by reference as Attachment A (Course Crosswalk). Legislation (SB 1091) states dual credit courses must apply to the core curriculum, career and technical education courses toward a COLLEGE DISTRICT Certificate or Associate of Applied Science degree, foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a COLLEGE DISTRICT Associate of Arts, Associate of Science, Associate of Applied Science, Field of Study or Program of Study.

LOCATION OF CLASS

The COLLEGE DISTRICT may offer dual credit courses on the TCC South Campus, TCC Northeast Campus, TCC Northwest Campus, TCC Southeast Campus, TCC Trinity River Campus, TCC Connect Campus, or at an approved SCHOOL DISTRICT campus or other location. Regardless of location, all courses offered will meet the standards of equivalent courses taught at the COLLEGE DISTRICT, and any class that has been approved as dual credit through this Agreement shall be considered a dual credit class even if held at a SCHOOL DISTRICT'S campus. Any location at which a COLLEGE DISTRICT course is offered shall adhere to the off-site location approval requirements of the SACSCOC and THECB.

Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Good Practice for Courses Offered Electronically and the COLLEGE DISTRICT's standards for distance learning courses.

PROGRAM DETAILS

(1) The COLLEGE DISTRICT and SCHOOL DISTRICT will adhere to all Rules and Guidelines delineated in the Tarrant County College dual credit Guidelines for dual credit Partnerships found in Attachment B of this Agreement.

(2) Program guidelines align with the Texas Administrative Code Chapter 4; Subchapter D. If the Texas Higher Education Coordinating Board (THECB) adopts new guidelines during the term of this Agreement, the new guidelines shall prevail.

(3) Students meeting program requirements for both COLLEGE DISTRICT and SCHOOL DISTRICT and seeking enrollment for coursework enumerated in Attachment A, must submit the following college admission documents:

a) Family Educational Rights and Privacy Act Waiver (optional)
b) Meningitis Vaccination Record (if taking courses on a TCC campus)
c) Residency Questionnaire (if applicable)
d) If undocumented status, Tuition Water for All Non-Citizen Residents Without An I-551 (Immigration Status)
e) Online Readiness (for online courses)

(4) A high school student will not be allowed to take a college level course if the student does not meet the published passing criteria of the COLLEGE DISTRICT'S placement exam or qualifies for an exemption/waiver as specified by the COLLEGE DISTRICT policy.

(5) Students must complete the registration process by completing the following steps:

a) Admission application

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b) Pre-Assessment Activity (or exemption)
c) Texas Success Initiative Assessment (TSI-A) (or exemption)
d) Register for courses

(6) All courses referenced in this Agreement must be taught using the COLLEGE DISTRICT's Syllabus. The COLLEGE DISTRICT will provide full oversight of the course curriculum, course policies outlined in the Syllabus regarding the calculation of final grade, academic integrity, and all assigned reading materials.

(7) The COLLEGE DISTRICT and SCHOOL DISTRICT agree to a recommended minimum number of students per course in accordance with COLLEGE DISTRICT guidelines and policy. Exceptions can be approved by the Vice President for Academic Affairs.

(8) Students will be allowed to attend classes at another COLLEGE DISTRICT campus when a specific course(s) or program(s) is not available at a campus within the students' service area.

(9) Student misconduct in the college course on COLLEGE DISTRICT campuses or SCHOOL DISTRICT campuses will be addressed in accordance with the COLLEGE DISTRICT'S Student Code of Conduct. The COLLEGE DISTRICT shall report disciplinary issues to the SCHOOL DISTRICT. In addition, COLLEGE DISTRICT administration may refuse to admit or continue enrollment of students with disciplinary issues. The SCHOOL DISTRICT will contact the COLLEGE DISTRICT to discuss student eligibility due to disciplinary dismissal from the approved High School location.

(10) The COLLEGE DISTRICT in partnership with the SCHOOL DISTRICT will determine the academic eligibility of students to participate in the program.

(11) To continue in the program, students must maintain the academic standards of the COLLEGE DISTRICT.

(12) Dual credit courses will follow the COLLEGE DISTRICT's academic calendar.

(13) These program requirements may be modified if the COLLEGE DISTRICT's requirements are changed. SCHOOL DISTRICT will be notified of any changes by the date designated on the COLLEGE DISTRICT'S master calendar.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course content and scheduled contact hours will adhere to standards of the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught and grades assessed according to standard collegiate practices and COLLEGE DISTRICT policy. Grades will be assigned by the instructor of record for all dual credit courses in accordance with COLLEGE DISTRICT policy. COLLEGE DISTRICT shall provide final grades to SCHOOL DISTRICT as letter grades (i.e. A, B, C, D, F, etc.), and will provide numeric grades when possible. When numeric grades are not provided, the SCHOOL DISTRICT may adopt a policy or practice to convert letter grades received from COLLEGE DISTRICT for dual credit courses to numeric grades. SCHOOL DISTRICT shall make any such policy or practice available to all dual credit students. Students enrolled in dual credit courses will be provided academic support services, including library resources, available to any other COLLEGE DISTRICT student.

The COLLEGE DISTRICT shall provide a credentialed (meeting SACSCOC requirements) instructor to teach college-level courses, unless the COLLEGE DISTRICT and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT'S providing an instructor for a specific course who meets both the COLLEGE DISTRICT and the SACSCOC accreditation requirements. Employment as an embedded faculty member for the COLLEGE DISTRICT is based on the college's semester-by-semester needs. Employment for one semester neither implies nor obliges future employment.

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In the instance of a faculty absence, the COLLEGE DISTRICT shall provide a substitute from the academic department. If the COLLEGE DISRICT is unable to provide a substitute, the SCHOOL DISTRICT will provide a faculty or staff member to monitor the course.
The COLLEGE DISTRICT will reimburse the SCHOOL DISTRICT in the amount of $ 1,835.00 for a three credit hour course or $ 2,448.00 for a four credit hour course. This payment will be made for the courses taught on a SCHOOL DISTRICT campus by the SCHOOL DISTRICT instructor and listed in this Agreement. The SCHOOL DISTRICT will provide the COLLEGE DISTRICT with an invoice based on this Agreement on or before thirty (30) days after the commencement of classes, and COLLEGE DISTRICT shall remit the reimbursement to the SCHOOL DISTRICT.

JOINT PLANNING

The COLLEGE DISTRICT and SCHOOL DISTRICT will plan and schedule dual credit course offerings at least one year in advance in accordance with dual credit timeline. The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate on strategic course offerings for students participating in the dual credit program toward college degree completion.

ACADEMIC ADVISING

The COLLEGE DISTRICT shall offer academic advising services on the TCC South Campus, TCC Northeast Campus, TCC Northwest Campus, TCC Southeast Campus, TCC Trinity River Campus, and TCC Connect Campus. The scope of services will include professional career advisors offering support and guidance to diverse student populations seeking to achieve educational, career, and life goals. Career advisors will offer students coursework information, inform them of college policies and procedures, the college mission, and career options. Career advisors will partner with COLLEGE DISTRICT Educational Partnerships teams to align high school endorsements with college educational plans. The COLLEGE DISTRICT will contribute to student success by each campus introducing campus resources (https://www.tccd.edu/services/campus-resources) and academic help (https://www.tccd.edu/academics/academic-help) to all dual credit students.

Legislation: SB 1277

The COLLEGE DISTRICT only provides mental health counseling services to dual credit students who are of the legal age to consent to services.

COLLEGE DISTRICT has established Pathways based on the Texas Education Agency high school graduation endorsement options:

- Science, Technology, Engineering and Mathematics (STEM)
- Business and Industry
- Human and Public Service
- Arts and Humanities
- Health Science

The COLLEGE DISTRICT and SCHOOL DISTRICT will collaborate to utilize the established endorsement Pathways and resources, and in guiding students toward college and career goals including but not limited to:

- Graduation Programs Side by Side
- Endorsement FAQs--March 2014

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- Other HB5 FAQs

STUDENT LEARNING MATERIALS AND COURSE SUPPLIES

Student Learning Materials can include digital-based course materials, common learning materials (textbooks), and open education resources (OER).

Throughout the duration of this Agreement, the SCHOOL DISTRICT will provide student learning materials, course supplies, and be responsible for the cost of TCC Plus charges for all students.

DUTIES OF THE COLLEGE DISTRICT

The COLLEGE DISTRICT's duties shall include, but not be limited to, the following:

A. Assist students in the completion of admissions, testing, advising, and registration procedures.

B. Record grades and make official transcripts available after the close of each semester's grading period.

C. Record attendance at each class session and make records available to the high school.

D. Drop a student at the request of the SCHOOL DISTRICT or of the student and report the student's request to the SCHOOL DISTRICT representative.

E. Ensure consistency of instruction and course content is in accordance with standards set by THECB, SACSCOC, and the COLLEGE DISTRICT. The COLLEGE DISTRICT will assign appropriate personnel to monitor and ensure adherence to such standards.

F. Hire, supervise and evaluate instructors of dual credit courses, including embedded faculty.

G. Provide professional development to SCHOOL DISTRICT instructors teaching dual credit coursework.

H. The COLLEGE DISTRICT will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA). COLLEGE DISTRICT faculty may provide grades and course related information to students and SCHOOL DISTRICT personnel as authorized by the COLLEGE DISTRICT but are not responsible for the use of this information once shared with the identified authorized person(s).

I. Inform students of Title IX training requirement, #NotAnymore.

DUTIES OF THE SCHOOL DISTRICT

The SCHOOL DISTRICT'S duties shall include, but not be limited to, the following:

A. Plan and request dual credit courses at least one year in advance of offering courses by deadlines established by the COLLEGE DISTRICT. Course requests received after the COLLEGE DISTRICT deadline may not be accommodated.

B. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.

C. Work with the COLLEGE DISTRICT to ensure the high school curriculum requirements for Texas Essential Knowledge and Skills (TEKS) aligns with the college curriculum student learning outcomes for courses taught at the COLLEGE DISTRICT..

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D. Each academic year the SCHOOL DISTRICT may provide an updated course crosswalk as needed.

E. Provide support to COLLEGE DISTRICT'S faculty assigned to teach dual credit courses in accordance with the rules and regulations of the THECB, TEA, and SACSCOC.

F. Provide assistance to students regarding COLLEGE DISTRICT admissions, testing, advisement, and registration procedures.

G. Provide evidence that students have successfully met the test score requirements to participate in the dual credit program.

H. SCHOOL DISTRICT will provide COLLEGE DISTRICT with a list of Texas Student Data System (TSDS) ID numbers for each enrolled dual credit student each Fall, Spring, and Summer semesters. This list shall also include each student's name and COLLEGE DISTRICT ID number.

I. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.

J. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and COLLEGE DISTRICT in matters such as these:

(1) Student Texas Success Initiative ("TSI") exemption records;
(2) Advise students regarding the completion of all required COLLEGE DISTRICT admissions documents;
(3) Assist the COLLEGE DISTRICT with student orientation;
(4) Submit all student documentation by published due dates
(5) Serve as liaison to students, parents, high school personnel and COLLEGE DISTRICT personnel.

K. Ensure students have registered by the COLLEGE DISTRICT's Academic Calendar.

L. For classes taught at the SCHOOL DISTRICT location(s), the SCHOOL DISTRICT must provide a collegiate environment, as approved by the COLLEGE DISTRICT, for classes with adequate classroom facilities and technology, and ensure no disruption of college classes. For courses with a lab component taught at the SCHOOL DISTRICT location(s), the SCHOOL DISTRICT is responsible for providing any additional support for lab setup to ensure the students and faculty are able to complete all required lab activities.

M. Work with COLLEGE DISTRICT to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement.

N. The SCHOOL DISTRICT will adhere to all requirements of the Family Educational Rights and Privacy Act (FERPA).

O. All charges and fees associated with criminal background checks of personnel as required by SCHOOL DISTRICT, whether SCHOOL DISTRICT employees, COLLEGE DISTRICT employees, or contract employees, will be the responsibility of the SCHOOL DISTRICT.

DUTIES OF AN EMBEDDED FACULTY MEMBER

Definition:

An Embedded Faculty member is a high school instructor who meets both COLLEGE DISTRICT and SACSCOC credentialing requirements and adjunct faculty hiring standards and is therefore assigned to teach COLLEGE DISTRICT courses at the high school where they are employed. These courses can include academic courses, career & technical education/workforce courses, and non-credit courses.

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An embedded faculty member's selection for hire with the COLLEGE DISTRICT and continued teaching is contingent upon meeting established performance standards.

The Embedded Faculty member's duties shall include, but not be limited to, the following:

A. Deliver course content and scheduled contact hours that adhere to the standards of the Texas Higher Education Coordinating Board,

B. Use COLLEGE DISTRICT-approved student learning materials (textbooks), meet learning objectives, and maintain instruction/college rigor that is consistent with and comparable to courses taught on the college campus,

C. Maintain accurate attendance records utilizing COLLEGE DISTRICT's learning management system (LMS),

D. Utilize COLLEGE DISTRICT's electronic resources, including the TCC Canvas course shell for each COLLEGE DISTRICT section, the TCC Library catalog and databases, and Hello!TCC for certifying rosters and final grade submission,

E. Meet HB2504 compliance requirements by publishing online course syllabi before the first day of class and entering an updated online CV,

F. Submit course syllabus and sample assignments or exams to the COLLEGE DISTRICT Department Chair/Academic Leadership,

G. Meet deadlines for grade submission, completion of ISLOs, annual compliance training, and roster certification,

H. Comply fully in the scheduling and completion of the COLLEGE DISTRICT's Faculty Evaluation process, including a teaching observation by the evaluator, a faculty self-report, and a conference to finalize the evaluation,

I. Attend a required COLLEGE DISTRICT Department Meeting and/or a Faculty Liaison training session at the start of each new academic semester,

J. Maintain consistent 2-way communication with their COLLEGE DISTRICT Department Chair/Academic Leadership and their Faculty Liaison and respond accordingly in a timely manner,

K. Follow the COLLEGE DISTRICT Calendar for delivery of instruction in COLLEGE DISTRICT course sections,

L. Complete professional development hours as required by the COLLEGE DISTRICT, in addition to the COLLEGE DISTRICT's required compliance training(s) and trainings related to online instruction (if applicable),

M. Adhere to FERPA guidelines in all COLLEGE DISTRICT courses, and

N. Meet COLLEGE DISTRICT guidelines in providing accommodations to students, as assessed and recommended by COLLEGE DISTRICT's Student Accessibility Resources office.

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AGREEMENT

This Agreement sets forth the entire instructional agreement with respect to dual credit courses and students. It supersedes any prior dual credit agreement and shall be effective until changed by the Parties.

GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The Parties agree that the state and federal courts sitting in Tarrant County, Texas will have exclusive jurisdiction over any claim arising out of this Agreement, and each Party consents to the exclusive jurisdiction of such courts.

RELATIONSHIP OF THE PARTIES

In the performance of their respective duties hereunder, the Parties hereto and their respective employees and agents, are at all times acting and performing as independent contractors of each other. Notwithstanding the foregoing, employees of SCHOOL DISTRICT may teach dual credit courses as embedded faculty or adjunct instructors of the COLLEGE DISTRICT, or through some other teaching arrangement, if such arrangement is approved in writing and in advance by the Parties. No Party will have the authority to act for or bind another Party in any respect or to incur or assume any expense, debt, obligation, liability, tax, or responsibility on behalf of or in the name of another Party hereto. The Parties acknowledge and agree that no Party will be liable for the activities or another Party, including, but not limited to, any liabilities, losses, damages, suits, actions, fines, penalties, claims, or demands of any kind arising out of this Agreement.

LIABILITY

It is not the intent or purpose to create liability against the COLLEGE DISTRICT, unless such liability is imposed by law, or to waive any legal defenses available to the COLLEGE DISTRICT, including government immunity.

RIGHT OF REVOCATION

Either Party may terminate this Agreement with or without cause on 120 days' written notice to the other Party. In the event that a Party believes that another Party has materially breached this Agreement, the non- breaching Party shall give written notice of the alleged breach to the breaching Party. The breaching Party shall have thirty days to cure the alleged breach from the date it receives written notice from the non- breaching Party. If the breach is not restored within thirty days, the non-breaching Party may terminate this Agreement immediately. However, if this Agreement is terminated during an academic term, students enrolled in classes under this Agreement will be allowed to finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the COLLEGE DISTRICT or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the Parties, or the occurrence of a conflict of interest between the Parties.

All notices and communications related to this Agreement shall be addressed to the respective educational administrators listed below:

COLLEGE DISTRICT
Edward Hicks IV, M.Ed.
District Director of Educational Partnerships
Tarrant County College District
300 Trinity Campus Circle
Fort Worth, Texas 76102

SCHOOL DISTRICT
Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

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Executed as of August 1, 2024, by COLLEGE DISTRICT, signed by its Vice Chancellor and Provost and by SCHOOL DISTRICT, signed by its Superintendent, thereby bind themselves, their successors and assigns and representatives, for the faithful and full performance of the terms and provisions of this Agreement. Should either Party wish to terminate this Agreement for any reason other than breach of contract, notification must be given on or before May 1st for the termination to be effective the following academic year.

TARRANT COUNTY COLLEGE DISTRICT

By Shelley Pearson Digitally signed by Shelley Pearson Date: 2024.08.29 12:02:11 -05'00'

Shelley Pearson, Ed.D.
Vice Chancellor and Provost
Tarrant County College District

INDEPENDENT SCHOOL DISTRICT

06/04/2024

By Dr. Angélica M. Ramsey 848DAF5C9F3D470...

8/7/2024

Dr. Angélica M. Ramsey
Superintendent
Fort Woth ISD

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ATTACHMENT A
COURSE CROSSWALK: PROGRAMS APPROVED/COURSE CURRICULUM GUIDE/ENDORSEMENT GUIDE/COURSE CROSSWALK

Docusign Envelope ID: 6339A648-293E-4B1F-ABF5-E663F4DF82FD

Programs Approved

Tarrant County College offers four associate degrees and a number of certificates of completion. A student may graduate by completing the catalog degree or certificate requirements in effect at the time of first enrollment at TCC, or those listed in a later catalog, provided the requirements are met not later than five years from the date of the catalog selected, the degree or certificate program and requisite courses are still being offered, and mandates of regulating agencies are satisfied.

General Requirements for an Associate Degree:

1. Earn up to 60 college-level credit hours.
2. A minimum of 25 percent of the semester credit hours required for the degree must be earned in residence at TCC.
3. A minimum cumulative grade point average of 2.0 is required for all TCC courses.
4. A minimum grade point average of 2.0 is required for all courses presented for graduation.
5. All requirements of the degree must be satisfactorily completed.
6. Texas Success Initiative (TSI) requirements must be satisfactorily completed.
7. All financial obligations to the College must be met.
8. Students applying to receive a subsequent two-year degree must complete an additional 15 hours in residence.

General Requirements for a Certificate of Completion:

1. A minimum of 25 percent of the semester credit hours required for the certificate must be earned in residence at TCC.
2. A minimum grade point average of 2.0 is required for all courses presented for graduation.
3. All requirements of the certificate must be satisfactorily completed.
4. Texas Success Initiative (TSI) requirements must be satisfactorily completed ONLY for TSI-liable certificates (requiring more than 42 semester hours).
5. All financial obligations to the College must be met.

The defined sequence of courses for an Associate of Arts (AA) degree is contained within the TCCD approved core curriculum. A defined sequence of courses for a Career and Technology (CTE) workforce program will be provided to ISDs, upon request. The following is a guide for core curriculum and sequence:

Core Curriculum and Semester Credit Hour (SCH) Requirements:
Communication – 6 SCH
Mathematics – 3 SCH
Life and Physical Sciences – 8 SCH
Language, Culture and Philosophy – 3 SCH
Creative Arts – 3 SCH
American History – 6 SCH
Government and Political Science – 6 SCH
Social and Behavioral Science – 3 SCH
Component Area Option – 4 SCH – (KINE 1164 cannot be offered for dual credit)

Field of Study (FOS) – Senate Bill 148 of the 75th Texas Legislature (1997) mandated Field of Study curricula. The Field of Study curricula, along with core curricula, are intended to facilitate transferability of courses among Texas public colleges and universities. All public four-year institutions are required to accept Coordinating Board approved Field of Study courses in fulfillment of lower-division requirements for bachelor's degrees in majors that correspond to the Field of Study.

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Fields of Study (Effective through August 31, 2025)

- Business Administration & Management
- Communication:
  - Advertising & Public Relations
  - Journalism & Mass Communication
  - Radio & Television Broadcasting/Broadcast Journalism
  - Speech Communication
- Computer Science
- Engineering:
  - Civil Engineering
  - Electrical Engineering
  - Mechanical Engineering
- Music
- Nursing
- Social Work

Fields of Study (Effective after August 31, 2025)

Business Administration
Criminal Justice
Political Science
Psychology
Sociology
Nursing
Social Work

You should consult with an academic advisor about transferring to a specific college or university.

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Dual Credit Core Curriculum Course Guide

English (6 Hours) Choose two courses		
ENGL 1301*	ENGL 1302*	3 Hrs 3 Hrs
Speech (3 Hours) Choose one course		
SPCH1315 Or SPCH 1321		3 Hrs
Math (3 Hours) Choose one course		
MATH 1314* (Algebraic Pathway) Or MATH 1342* (Non Algebraic Pathway) Or Math 1332+ (Non Algebraic Pathway)		3 Hrs
Science (8 Hours) Choose two courses		
BIOL 1408 (Non Science Majors) Or BIOL1406 (Science Majors)	BIOL 1409 (Non Science Majors) Or BIOL 1407 (Science Majors)	4 Hrs 4 Hrs
Creative Arts (3 Hours) Choose one course		
ARTS 1301 Or MUSI 1306 Or DRAM 1301		3 Hrs
Lang Culture & Phil (3 Hours) Choose one course		
ENGL 2322* Or ENGL 2327* Or ENGL 2323* Or ENGL 2328*		3 Hrs
American History (6 Hours) Choose two courses		
HIST 1301*	HIST 1302*	3 Hrs 3 Hrs
Government (6 Hours) Choose two courses		
GOVT 2305* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	GOVT 2306* (Both Government courses required depending on transfer requirements. Check with College Advisor or High School Representative)	3 Hrs 3 Hrs
Behavior (3 Hours) Choose one course		
PSYC 2301* SOCI 1301* ECON 2301		3 Hrs

Other college courses may or may not count for High school Credit.

* TSI passing score required

How to read course numbers: Example, ENGL 1301

All have four-letter department abbreviations.

Each course has a four-digit number.

- The first digit indicates the level at which a course is taught, as follows:

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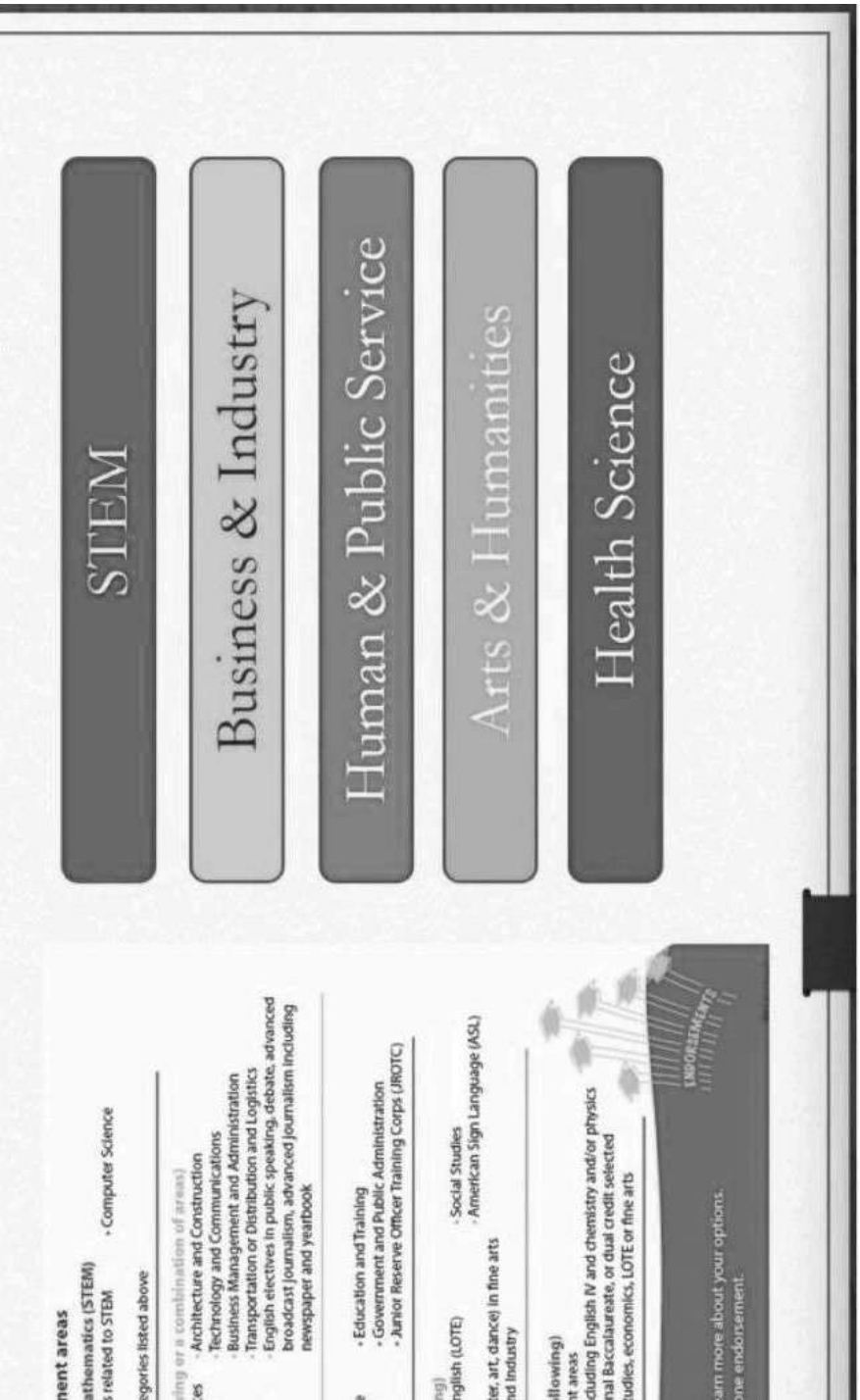
1=Freshman or introductory level.
2=Sophomore or intermediate or advanced.

- The second digit indicates the **semester credit hour value** of the course.
- The third and fourth digits establish type of institution and course sequence.



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DUAL CREDIT COURSE CROSSWALK ACADEMIC
(In Collaboration With High School Representative)

	9th Grade		10th Grade		11th Grade		12th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					☒ *ENGL 1301 03220300 or 03220400	☒ *ENGL 1302 03220300 or 0320400 or ☒ *ENGL 2311 03221100		
			☒SPCH1315 03241200 or ☒ SPCH 1321 13009900 ☒ SPAN 1411 03440100 or ☒ FREN 1411 03410100 or ☒ GERM 1411 03420100	☒ARTS 1301 03500110 or ☒ MUSI 1306 03155600 or ☒ DRAM1310 03250100 ☒ SPAN 1412 03440200 or ☒ FREN 1412 03410200 or ☒ GERM 1412 03420200	☒ *HIST 1301 03340100	☒ *HIST 1302 03340100	☒ *ENGL 2322 03220400 or 03221800 or ☒ *ENGL 2323 03220400 or 03221800 or ☒ *ENGL 2327 03220400 or 03221800 or ☒ *ENGL 2328 03220400 or 03221800 or ☒ *ENGL 2332 03221800 or ☒ *ENGL 2333 03221800 or ☒ *PHIL 1301 033800## or ☒ SPAN 2311 03440300 or ☒ SPAN 2312 03440300	☒ *MATH 1342 031025## or ☒ *MATH 1314 03101100 or ☐ *MATH 1332 or ☒ *MATH 2412 031011100 or ☒ *MATH 2413 (Field of Study) A3100101 ☒ *MATH 2414 (Field of Study) A3100102 ☒ *MATH 2415 (Field of Study) 031025## ☒ *MATH 2320 (Field of Study) 031025##
							☒ *GOVT 2306	
							☒ *GOVT 2305	☒ *PSYC 2301

							03330100	03350100 or ☒ *SOCI 1301 03370100 or ☒ ECON 2301 03310300
	*TSI Passing Score Required (PEIMS CODE)		Two Lab Science Options dependent on College Major - ☒ BIOL 1408 130372##, ☒ BIOL 1409 130372##, or ☒ BIOL 1406 130372## , ☒ BIOL 1407 130372##, or ☒ BIOL 2401 13020600 ☒ BIOL 2402 13020600				☒ CHEM 1411 03040000 130372## ☒ CHEM 1412 03040000 130372## ☒ CHEM 2423 N1120027	
The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program toward college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.								

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DUAL CREDIT COURSE CROSSWALK (Level 1 Certification for GIS)
(Fort Worth ISD)

	9th Grade		10th Grade		11th Grade		12th Grade	
High School	English I	English I	English II	English II	*English III	*English III	*English IV	*English IV
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	Geography	Geography	Government	Economics	US History	US History		
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
					Geographic Information Systems (GIS) A: N1302805	Geographic Information Systems (GIS) B: N1302805 OR Geographic Information Systems (GIS) B: N1302805	Raster-Based Geographic Information Systems A: N1302806 AND N/A	Raster-Based Geographic Information Systems B: N1302806
College					GIS 1402 N1302805	GIS 2401 N1302805 OR GIS 2411 N1302805	GIS 2402 N1302806 AND GIS 2404 No TEA alignment	GIS 2420 N1302806

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

GINS.T004.UG
Level 1 Certificate

Offered at Trinity River Campus

Program Requirements
First Year:
Fall Term
GISC 1402 - Understanding Geographic Information Systems

Spring Term
GISC 2401 - Data Acquisition and Analysis in Geographic Information Systems (GIS) OR
GISC 2411 – Geographic Information Systems (GIS) Applications

Second Year:
Fall Term
GISC 2402 - Geographic Information Systems (GIS) Design with Raster Analysis

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GISC 2404 - Geographic Information Systems (GIS) Design with Vector Analysis

Spring Term
GISC 2420 - Intermediate Geographic Information Systems (GIS) (Capstone)

Total Certificate Hours: 20

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DUAL CREDIT COURSE CROSSWALK (Automotive Service Technology, AAS)
(In Collaboration With High School Representative)

	9th Grade		10th Grade		11th Grade		12th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					☒ (AUMT 1405) (13039600)	☒ (AUMT 1407) (13039600)	☒ (AUMT 1410) (13039700)	☒ (AUMT 2417) (13039700)

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Automotive Service Technology, AAS

AUTS.D001.UG • South Campus
Associate of Applied Science Degree
Program Requirements

First Year
Fall Term

AUMT 1405 - Introduction to Automotive Technology
AUMT 1407 - Automotive Electrical Systems
Creative Arts/Language, Philosophy and Culture Semester Hours: 3 *

Spring Term

AUMT 2417 - Automotive Engine Performance Analysis I
AUMT 2434 - Auto Engine Performance Analysis II

Choose one from the following:
MATH 1332 - Contemporary Mathematics (Quantitative Reasoning) + or

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MATH 1314 - College Algebra + or
MATH 1324 - Mathematics for Business and Social Sciences +

Summer Term

AUMT 2321 - Automotive Electrical Diagnosis and Repair
AUMT 1410 - Automotive Brake Systems

Second Year
Fall Term

AUMT 2413 - Automotive Drive Train and Axles
AUMT 2425 - Auto Automatic Transmission/Transaxle

Choose one from the following:
GOVT 2305 - Federal Government (Federal Constitution & Topics) + or
GOVT 2306 - Texas Government (Texas Constitution & Topics) +

ENGL 1301 - Composition I +

Spring Term

AUMT 1419 - Automotive Engine Repair

Choose one from the following:
SPCH 1321 - Business and Professional Communication + or
SPCH 1311 - Introduction to Speech Communication + or
SPCH 1315 - Public Speaking +

AUMT 1416 - Automotive Suspension and Steering Systems

Summer Term

AUMT 1345 - Automotive Climate Control Systems

Choose one from the following:
AUMT 2307 - Hybrid Systems Diagnostics or (Capstone)
AUMT 2388 - Internship - Automobile/Automotive Mechanics Technology/Technician (Capstone)

Total Degree Hours: 60

Students enrolled in the Automotive Service Technology Programs are required to furnish their own hand tools for use in laboratory classes.

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* Creative Arts/Language, Philosophy and Culture must be chosen from the corresponding of the Core Curriculum.

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DUAL CREDIT COURSE CROSSWALK (Residential/Commercial Site Layout and Framer Assistant) (In Collaboration With High School Representative)

	9th Grade		10th Grade		11th Grade		12th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College							☒ (CNBT 1110) (13004900) ☒ (CNBT 1300) (13004900)	☒ (CNBT 1316) (13004900) ☒ (CNBT 1305) (13004900)

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Residential/Commercial Site Layout and Framer Assistant

CONS.T009.UG • South Campus
Occupational Skills Award
Program Requirements

Fall Term

CNBT 1110 - Basic Construction Safety
CNBT 1300 - Residential and Light Commercial Blueprint Reading
CNBT 1316 - Construction Technology I
CNBT 1350 - Construction Technology II

Total Certificate Hours: 10

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DUAL CREDIT COURSE CROSSWALK (Foodservice Operations)
(In Collaboration With High School Representative)

	9th Grade		10th Grade		11th Grade		12th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					☒ (CHEF 1305) (13022650)		☒ (RSTO 1304) (13022600)	

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Foodservice Operations
Level 1 Certificate of Completion
HOSP.T010.UG • Southeast Campus

Program Requirements

First Year
Fall Term

HAMG 1321 - Introduction to the Hospitality Industry
CHEF 1305 - Sanitation and Safety
RSTO 1304 - Dining Room Service
RSTO 1325 - Purchasing for Hospitality Operations
CHEF 1301 - Basic Food Preparation
HAMG 2301 - Principles of Food and Beverage Operations (Capstone)

Total Certificate Hours: 18

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DUAL CREDIT COURSE CROSSWALK (Basic American Sign Language Acquisition)
(In Collaboration With High School Representative)

	9th Grade		10th Grade		11th Grade		12th Grade	
High School	English I or II	English I or II	English II or *III	English II or *III	*English III or IV	*English III or IV	*English IV or *English Elective	*English IV or *English Elective
	Algebra I or Geometry	Algebra I or Geometry	Geometry or Algebra II	Geometry or Algebra II	Algebra II or *Pre-Calculus	Algebra II or *Pre-Calculus	*Pre-Calculus or *Calculus or *Statistics	* Pre-Calculus or *Calculus or *Statistics
	*AP Human Geography	*AP Human Geography	*AP World History	*AP World History	*AP US History	*AP US History	*Government	Economics
	Biology	Biology	Chemistry	Chemistry	Physics	Physics		
College					☒ (SGNL 1401) (PEIMS CODE) ☒ (ENGL 1301) (03220400)	☒ (SGNL 1402) (PEIMS CODE)	☒ (SLNG 1215) (84600xxx)	☒ (SGNL 2301) (03980300)

The COLLEGE DISTRICT and SCHOOL DISTRICT will utilize Attachment A to collaborate strategic course offerings for students participating in the dual credit program towards college degree completion through the term of the agreement. Career and Technical Education (CTE) program requirements will be provided for CTE course offerings.

Basic American Sign Language Acquisition
Level 1 Certificate
SIGN.T002.UG • Trinity River

Program Requirements

First Year
First Summer Term

SGNL 1401 - Beginning American Sign Language I +

Second Summer Term

SGNL 1402 - Beginning American Sign Language II +

Fall Term

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SGNL 2301 - Intermediate American Sign Language I +
SLNG 1215 - Visual and Gestural Communication
ENGL 1301 - Composition I +

Total Certificate Hours: 16

Student must have credit for SGNL 1401 and SGNL 1402 before taking SGNL 2301.

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ATTACHMENT B
GUIDELINES FOR DUAL CREDIT PARTNERSHIPS

Docusign Envelope ID: 6339A648-293E-4B1F-ABF5-E663F4DF82FD

TARRANT COUNTY COLLEGE

Guidelines for Dual Credit Partnerships

January 2019 (Revised January 2024)

The following program guidelines are in accordance with the Texas Higher Education Coordinating Board (THECB) rules and regulations Chapter 4; Subchapter D of Texas Administrative Code (TAC). Tarrant County College (TCC) adheres to these guidelines when partnering with a school district whether public, private, charter, or home school for the delivery of a dual credit program. In the event that THECB rules change during an agreement's time period, the THECB new rules will always take precedence. It is the responsibility of the partnering institutions to review, exercise, and monitor program guidelines on a consistent basis.

These guidelines address course credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours leading to a certificate, degree or the core curriculum. They also address remedial coursework and the Texas Success Initiative (TSI) assessment.

An agreement must be approved by the governing boards or designated authorities of both TCC and the school district (public, private, charter, or home school) prior to the offering of courses. Such agreement will address the following considerations:

A. Student Eligibility

(1) A high school student is eligible to enroll in dual credit courses at TCC if he or she:

(a) Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in Chapter 4; Subchapter C; Rule 4.57 (TAC) and Adult Basic Education (ABE) standards on relevant section(s) of an assessment instrument approved by the Board as set forth in (Chapter 4; Subchapter C; Rule 4.56 TAC).

(b) Demonstrates that he/she is exempt under the provisions of the Texas Success Initiative (Chapter 4; Subchapter C; Rule 4.54 TAC). However, a student who is granted a TSI waiver to take dual credit courses while still in high school based on eligible scores is not exempt from TSI or TCC course prerequisite requirements. Some TCC course prerequisites could require a higher cut score than those outlined by the THECB TSI state minimum requirements.

(c) Meets all the college's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

(2) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **reading and writing (ELAR)** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II STAAR EOC reading and/writing; or

(b) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test administered prior to October 15, 2015; or a score of 460 on the

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evidenced-based reading and writing (EBRW) test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(c)The student achieves a composite score of 23 on the PLAN with a 19 or higher in English or an English score of 435 on the ACT-Aspire.

(3) A high school student is also eligible to enroll in **academic dual credit** courses that require demonstration of TSI college readiness in **mathematics** under the following conditions:

(a) If the student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and passing grade in the Algebra II course; or

(b) The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or

(c) The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test administered prior to October 15, 2015 ; or a score of 510 on the mathematics test on a PSAT/NMSQT exam administered on or after October 15, 2015; or

(d) If the student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics or a mathematics score of 431 on the ACT-Aspire.

(4) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 1** certificate program, or a program leading to a credential of less than a Level 1 certificate, at a public junior college or public technical institute and shall not be required to provide demonstration of college readiness or dual credit enrollment eligibility.

(5) A high school student is eligible to enroll in **workforce education dual credit** courses contained in a **Level 2** certificate or **applied associate degree** program under the same eligibility conditions as academic dual credit courses.

(6) A student exempt from taking STAAR EOC assessments may be otherwise evaluated by an institution to determine eligibility for enrolling in **workforce education dual credit** courses.

(7) Students who are enrolled in private or non-accredited secondary schools or who are home-schooled must satisfy paragraphs (1) - (5) of this subsection.

(8) It is recommended high school students may enroll in a maximum of 15 credit hours per semester in fall and spring courses that apply to a certificate, degree, or the core curriculum with approval from the high school and college. Exceptions to this requirement for students with demonstrated outstanding academic performance and capability (as evidenced by grade-point average, ACT or SAT scores, or other assessment indicators) may be approved by the principal or designee of the high school and the Vice President for Academic Affairs of the TCC Campus. **It is recommended that students in their first semester of dual credit enroll in a maximum of two courses.**

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(9) Students must follow the TCC catalog "Academic Standing" policy (see TCC college catalog).

(10) TCC may impose additional requirements for enrollment in courses for dual credit that do not conflict with this section.

(11) TCC is not required, under the provisions of this section, to offer dual credit courses for high school students.

B. Eligible Courses

(1) Courses offered for credit where instruction is provided to high school students for the awarding of both high school academic requirements and college semester credit hours apply to the core curriculum, career and technology education courses toward a TCC career and technology Certificate or Associate of Applied Science degree, a foreign language, or a course that satisfies specific degree plan requirements leading to the completion of a TCCD Associate of Arts, Associate of Science, Associate of Applied Science Field of Study or Program of Study.

(2) Courses offered for dual credit by TCC must be identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual (ACGM) adopted by the Board, or as college-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) adopted by the Board.

(3) Courses offered for dual credit by TCC must be in the approved undergraduate course inventory of the college.

(4) In accordance with the THECB rules, TCC does not offer remedial and developmental courses for dual credit.

C. Location of Class

(1) Dual credit courses may be taught on the college campus or the high school campus. Dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught electronically, TCC shall comply with applicable rules and procedures for offering courses at a distance as set forth in (Chapter 4; Subchapters P and Q; Rules 4.255-4.279 TAC) (relating to Approval of Distance Education Courses and Programs for Public Institutions and Approval of Off-Campus and Self- Supporting Courses and Programs for Public Institutions). In addition, dual credit courses taught electronically shall comply with the THECB's adopted Principles of Good Practice for Courses Offered Electronically.

(2) For classes taught at the high school locations, the SCHOOL DISTRICT must provide a collegiate environment for classes which includes adequate classroom facilities and technology; and ensures no disruption of college classes for announcements, pep rallies, etc., or removal of students from class to participate in high school related activities.

(3) TCC will meet Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requirements for offering dual credit courses taught at the high school campus and all off-site locations. (Substantive Change for SACSCOC Accredited Institutions)

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D. Composition of Class

(1) Dual credit courses may be composed of dual credit students only or dual and college credit students. Exceptions for a mixed class, which would also include high school credit only students, may be allowed only under one of the following conditions:

(a) If the course involved is required for completion under the State Board of Education Foundation or Foundation with Endorsements High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.

(b) If the high school credit-only students are College Board Advanced Placement (AP) students.

(c) If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.

E. Faculty Selection, Supervision, and Evaluation

(1) TCC shall select instructors of dual credit courses. All instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools) and approval procedures used by the college. SCHOOL DISTRICT may recommend candidates for consideration as dual enrollment instructors.

(2) TCC shall supervise and evaluate instructors of dual credit courses.

F. Course Curriculum, Instruction, and Grading

(1) TCC shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to the curriculum, materials, instruction, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

G. Academic Policies and Student Support Services

(1) Regular academic policies apply to dual credit courses. These policies include but are not limited to the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, etc.

(2) Students in dual credit courses have access to student support services. TCC is responsible for ensuring timely and efficient access to such services (e.g., academic advising and counseling), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible.

(3) Dual credit students must abide by all TCC policies and procedures as outlined in the current **Academic Catalog** and **Student Handbook**.

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(4) In compliance with the Americans with Disabilities Act (ADA) of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, Student Accessibility Resources (SAR) provides equal access to College programs, services and activities for qualified students with disabilities. Requests for accommodations/equal access are reviewed on a case-by-case basis and are determined based on the functional limitations caused by the disability and the supporting documentation provided.

(a) Otherwise qualified high school students enrolled in the dual credit program are eligible for services on the same basis as all other students. Documentation submitted must meet the college criteria whether the class is held on a TCC campus or at a high school site. Faculty must not extend accommodations until authorized by the College. The TCC SAR representative will authorize appropriate accommodations.

(b) Students and their parents should be aware that the needs of students with disabilities are covered under the Family Educational Rights and Privacy Act (FERPA) and the ADA at the college level. The laws pertaining to section 504 of the Rehabilitation Act of 1973 at the K-12 level do not apply. Matters related to the provision of accommodations under ADA should be discussed with a TCC SAR representative.

H. Transcripting of Credit

(1) For dual credit courses, high school as well as college credit should be transcripted immediately upon a student's completion of the performance required in the course.

I. Funding

(1) The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education and the Board.

(2) The college may claim funding for students receiving college credit for eligible dual credit courses as defined in Title 19; Part 1; Chapter 4; Subchapter D; Rule 4.85 of the Texas Administrative Code (TAC)

(3) This provision does not apply to students enrolled in approved early college high school programs.

(4) All public colleges, universities, and health-related institutions may waive all or part of tuition and fees for a Texas high school student enrolled in a course for which the student may receive dual course credit. Effective Fall 2023, Tarrant County College shall waive tuition for all dual credit/enrollment students. For additional information, please see “Dual Credit Tuition Waiver” section of the Agreement.

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Attachment C:
TCC PLUS AND FEES

Docusign Envelope ID: 6339A648-293E-4B1F-ABF5-E663F4DF82FD

TCC Plus and Fees

Effective Fall 2023, Tarrant County College shall waive tuition for all dual credit/enrollment students. However, non-FAST eligible students may incur costs that include TCC Plus (digital course materials), course supplies, or any other charge applied at the time of registration.

When applicable, TCC Plus charges are included as an additional line item on the student's invoice. The student has the option to opt-out of receiving the digital materials through the course census date (official day of record). The non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer understands that opting out of receiving the materials will remove the additional line item from the total costs AND access to the digital learning materials. The non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer further understands that any unpaid TCC Plus charges will result in restrictions on future registration activity and transcript issuance. Furthermore, the TCC Plus charge will be applied every time the student enrolls in a course that includes TCC Plus materials, even if the student did not successfully complete the course in prior attempts. The additional course charge for TCC Plus, will be the responsibility of the non-FAST eligible student, SCHOOL DISTRICT, or Third Party Payer, even though the student receives a waiver for the cost of tuition.

The student, SCHOOL DISTRICT, or Third Party Payer understands that any outstanding balances on a student's account (TCC Plus charges, parking fines, library fines, etc.) may result in a registration restriction being placed on the student's account.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

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

BACKGROUND:

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

STRATEGIC PRIORITY:

1 - Student Academic Excellence

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 $257,132.44

VENDOR(S)/PROVIDER(S):

Certiport (dba NCS Pearson, Inc.)

PURCHASING MECHANISM:

Competitive Solicitation
RFP# 21-071-D

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

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

RATIONALE:

Industry-based certifications (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:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168735
Certiport ID	90055229

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	Amon Carter-Riverside High School--Fort Worth ISD	Ship To Name	Amon Carter-Riverside High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	3301 Yucca Fort Worth, TX 76111 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00

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

Grand Total $6,850.00

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

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

Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168736
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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	Arlington Heights High School--Fort Worth ISD	Ship To Name	Arlington Heights High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	Arlington Heights High School 4501 West Freeway Fort Worth, TX 76107 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License KI2/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	30.00	$104.13	$3,123.90

***** 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 $19,651.90

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

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

Terms and Conditions of Sale

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168736
Certiport ID	90041738

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168736
Certiport ID	90041738

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

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

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

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

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
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Quote Number	00168749
Certiport ID	90040484

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	South Hills High School--Fort Worth ISD	Ship To Name	South Hills High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	6101 McCart Fort Worth, TX 76123 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	20.00	$97.50	$1,950.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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Grand Total $14,223.00

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

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

Terms and Conditions of Sale

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

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168749
Certiport ID	90040484

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

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

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agree

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CERTIPORT

A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168749
Certiport ID	90040484

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

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

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

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Email	darrell.probst@pearson.com
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Quote Number	00168750
Certiport ID	90041745

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	Diamond Hill-Jarvis High School--Fort Worth ISD	Ship To Name	Diamond Hill-Jarvis High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	1411 Maydell Street Fort Worth, TX 76106 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,893.76	$3,893.76
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105112	(CertPREP) ESB Practice Tests, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$795.00	$795.00
1106522	ESB Voucher with Retake	45.00	$73.00	$3,285.00

***** 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 $17,268.76

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

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

Terms and Conditions of Sale

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Quote Number	00168750
Certiport ID	90041745

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168750
Certiport ID	90041745

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

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

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

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Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168751
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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	Dunbar High School--Fort Worth ISD	Ship To Name	Dunbar High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	5700 Ramey Avenue Fort Worth, TX 76112 USA

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$1,395.00	$1,395.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	10.00	$98.00	$980.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$595.00	$595.00
1105597	ESB Exam Voucher + Retake + CertPREP Single User Practice Test	30.00	$114.00	$3,420.00

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

Grand Total	$12,375.00

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

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

Terms and Conditions of Sale

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

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

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Created Date	4/22/2025
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Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

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Created Date	4/22/2025
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Quote Number	00168751
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replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

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

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

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Email	darrell.probst@pearson.com
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Quote Number	00168753
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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	Eastern Hills High School--Fort Worth ISD	Ship To Name	Eastern Hills High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	5701 Shelton St. Fort Worth, TX 76112 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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

Grand Total $11,833.00

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

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

Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168753
Certiport ID	90041743

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168756
Certiport ID	90041740

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	North Side High School--Fort Worth ISD	Ship To Name	North Side High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	North Side High School 2211 McKinley Ave Fort, TX 76164 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$1,395.00	$1,395.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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

Grand Total $15,143.00

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

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

Terms and Conditions of Sale

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168756
Certiport ID	90041740

acceptance of any goods or services by Buyer shall be conclusively deemed asset to the terms and conditions herein.

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

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

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

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

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

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

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

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

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

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

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

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

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer 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 a authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168756
Certiport ID	90041740

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168764
Certiport ID	90041741

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	Polytechnic High School--Fort Worth ISD	Ship To Name	Polytechnic High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	Polytechnic High School 1300 Conner Avenue Fort Worth, TX 76105 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00
1105292	(LearnKey) Intuit ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,095.00	$1,095.00
1105095	Intuit 500 Certifications License with 500 User CertPREP Practice Tests - K12	1.00	$3,677.44	$3,677.44

***** 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 $16,260.44

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

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

Terms and Conditions of Sale

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

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

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A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168764
Certiport ID	90041741

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agree

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CERTIPORT

A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168764
Certiport ID	90041741

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

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168765
Certiport ID	90040482

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	R. L. Paschal High School--Fort Worth ISD	Ship To Name	R. L. Paschal High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	3001 Forest Park Blvd. Fort Worth, TX 76110 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00
1107356	(LearnKey) IT Specialist ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$1,395.00	$1,395.00
1107341	IT Specialist Site License + CertPrep Practice Test 500-User License	1.00	$3,848.00	$3,848.00
1105292	(LearnKey) Intuit ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,095.00	$1,095.00
1105095	Intuit 500 Certifications License with 500 User CertPREP Practice Tests - K12	1.00	$3,677.44	$3,677.44

***** 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 $25,413.44

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT®

A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
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Quote Number	00168765
Certiport ID	90040482

Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168765
Certiport ID	90040482

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168770
Certiport ID	90007435

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	Trimble Technical High School--Fort Worth ISD	Ship To Name	Trimble Technical High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Ft Worth, TX 76116 USA	Ship To	1003 W Cannon Ft Worth, TX 76104 USA

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1106578	(LearnKey) ACU ecourses, up to 100 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1102098	ACU Classroom License with 500-user CertPREP Practice Test License - K12/WFD (NOAM)	1.00	$3,894.00	$3,894.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$595.00	$595.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$550.00	$550.00
1106522	ESB Voucher with Retake	30.00	$73.00	$2,190.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	30.00	$105.00	$3,150.00

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

Grand Total $19,409.00

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

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

Terms and Conditions of Sale

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

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CERTIPORT®

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168770
Certiport ID	90007435

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agre
trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder

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CERTIPORT

A PEARSON VUE BUSINESS

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Certiport ID	90007435

competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

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Quote Number	00168771
Certiport ID	90041744

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	Southwest High School--Fort Worth ISD	Ship 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	4100 Altamesa Blvd. Fort Worth, TX 76133 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1102793	ACU Voucher with Retake and Practice Test (NOAM)	20.00	$97.50	$1,950.00
1105285	(LearnKey) ESB and D4D ecourses, up to 300 User License K12/WFD (GMetrix platform)	1.00	$1,395.00	$1,395.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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

Grand Total $14,568.00

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

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

Terms and Conditions of Sale

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168771
Certiport ID	90041744

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and

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CERTIPORT

A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168771
Certiport ID	90041744

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

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

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

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Email	darrell.probst@pearson.com
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Quote Number	00168772
Certiport ID	90041737

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	Western Hills High School--Fort Worth ISD	Ship To Name	Western Hills High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	Western Hill High School 3600 Boston Ave. Fort Worth, TX 76116 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$1,395.00	$1,395.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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Grand Total $11,233.00

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

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

Terms and Conditions of Sale

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1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms ar

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CERTIPORT®

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168772
Certiport ID	90041737

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

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168772
Certiport ID	90041737

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

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

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

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Quote Number	00168774
Certiport ID	90048739

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	O.D. Wyatt High School--Fort Worth ISD	Ship To Name	O.D. Wyatt High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	O.D. Wyatt High School--Fort Worth ISD 2400 E. Seminary Dr. Fort Worth, TX 76119 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104543	(LearnKey) Adobe Pro ecourses, up to 300 User License K12/WFD (GMetrix Platform)	1.00	$1,650.00	$1,650.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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Grand Total $15,398.00

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Purchasing Mechanism 21-071-D
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3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

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

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

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

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

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

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

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

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168774
Certiport ID	90048739

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

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

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

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Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168776
Certiport ID	90080660

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	Benbrook Middle High School--Fort Worth ISD	Ship To Name	Benbrook Middle High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	201 Overcrest Drive Benbrook, TX 76126 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$1,395.00	$1,395.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00

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

Grand Total $10,505.00

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, [illegible] respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms an

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Quote Number	00168776
Certiport ID	90080660

in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Trade custom, trade usage and past performance are hereby superseded and shall not be used to interpret these terms and conditions. Buyer acknowledges that Buyer may be required to sign a Certiport Authorized Test Center agreement prior to any goods or services delivered under this Agreement being deliverable from Buyer to end users.

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
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Expiration	This quote is valid until 12/31/2025
Quote Number	00168776
Certiport ID	90080660

proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

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

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168778
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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	Young 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

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1104542	(LearnKey) Adobe Pro ecourses, up to 100 User License K12/WFD (GMetrix Platform)	1.00	$1,395.00	$1,395.00
1105132	AdobePro Campus Lic Graphic Design & Print+ up to 500 users CertPREP Practice Test+ up to 500 users LearnKey K12/WFD(NewCustPromo)(GMetrix Platform)	1.00	$5,200.00	$5,200.00

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

Grand Total $6,595.00

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

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

Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168778
Certiport ID	90055230

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

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168781
Certiport ID	90075521

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	Young Men's Leadership Academy--Fort Worth ISD	Ship To Name	Young Men's Leadership Academy--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	5100 Willie St Fort Worth, TX 76105 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$550.00	$550.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$595.00	$595.00
1106522	ESB Voucher with Retake	30.00	$73.00	$2,190.00

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

Grand Total $7,245.00

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

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

Terms and Conditions of Sale

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

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection [illegible] acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or mod

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168781
Certiport ID	90075521

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agree
trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168781
Certiport ID	90075521

competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

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

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

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CERTIPORT

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Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168783
Certiport ID	90080661

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

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA
Federal Tax ID Number: 41-0850527
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name	World Languages Institute--Fort Worth ISD	Ship To Name	World Languages Institute--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	4921 Benbrook Hwy Fort Worth, TX 76116 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1108842	(LearnKey) ESB and D4D ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$595.00	$595.00
1108839	(CertPREP) ESB Practice Tests, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$550.00	$550.00
1106522	ESB Voucher with Retake	30.00	$73.00	$2,190.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	20.00	$105.00	$2,100.00

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

Grand Total $10,130.00

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

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

Terms and Conditions of Sale

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

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CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168783
Certiport ID	90080661

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and

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CERTIPORT

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
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against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii) replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

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

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Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168788
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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	TCC South FWISD Collegiate High School--Fort Worth ISD	Ship To Name	TCC South FWISD Collegiate High School--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort Worth, TX 76116 USA	Ship To	5301 Campus Dr. Fort Worth, TX 76119 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1108475	(CCI) MOS XED eCourses + CertPREP Practice (full suite) up to 300 user license K12/WFD (GMetrix platform)	1.00	$3,395.00	$3,395.00
1101634	MOS License - US K-12	1.00	$3,894.00	$3,894.00

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

Grand Total $7,289.00

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

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

Terms and Conditions of Sale

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
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2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

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

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

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

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

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

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

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

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

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

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

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

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

Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168788
Certiport ID	90077195

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

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

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Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168784
Certiport ID	90082564

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	I.M. Terrell Academy For STEM and VPA--Fort Worth ISD	Ship To Name	I.M. Terrell Academy For STEM and VPA--Fort Worth ISD
Bill To	7060 Camp Bowie Blvd. Fort WOrth, TX 76116 USA	Ship To	1900 IM Terrell Way Fort WOrth, TX 76102 USA

Prepared For

Jennifer Washington jenni.washington@fwisd.org

Product ID	Product	Quantity	Sales Price	Total Price
1108821	(LearnKey) ACU ecourses, up to 35 User License (AutoCAD, Inventor, Revit, Fusion 360) K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1108818	(CertPREP) ACU Practice Tests, up to 35 User License K12/WFD (GMetrix platform)	1.00	$725.00	$725.00
1106517	ACU Exam Voucher + Retake	30.00	$80.00	$2,400.00
1108795	(LearnKey) IT Specialist ecourses, up to 35 User License KI2/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1107381	IT Specialist Voucher + Retake + CertPrep Practice Test	30.00	$104.13	$3,123.90
1105284	(LearnKey) ESB and D4D ecourses, up to 100 User License K12/WFD (GMetrix platform)	1.00	$1,050.00	$1,050.00
1105108	ESB Site License Bundle: Exams, CertPREP Practice Tests, NFTE Mindset Index, 2 Entre-Ed Teacher Resource Guides - K12/WFD	1.00	$3,588.00	$3,588.00

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Grand Total $12,456.90

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

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

Terms and Conditions of Sale

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Docusign Envelope ID: 6FCBDFB4-4182-4BF9-B84F-C9E71F11C583

CERTIPORT

A PEARSON VUE BUSINESS

Prepared By	Darrell Probst
Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168784
Certiport ID	90082564

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

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

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

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

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

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

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

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

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

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

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

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

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CERTIPORT

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Email	darrell.probst@pearson.com
Created Date	4/22/2025
Expiration	This quote is valid until 12/31/2025
Quote Number	00168784
Certiport ID	90082564

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

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

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

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Quote Number	00168836

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

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

darrell.probst@pearson.com

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Federal Tax ID Number: 41-0850527

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

Bill To Name	TEXAS ACADEMY OF BIOMEDICAL	Ship To Name	TEXAS ACADEMY OF BIOMEDICAL
Bill To	TX	Ship To	100 NORTH UNIVERSITY DR FORT WORTH, TX 76107-3010 USA

Product ID	Product	Quantity	Sales Price	Total Price
1108816	(LearnKey) Adobe Pro ecourses, up to 35 User License K12/WFD (GMetrix Platform)	1.00	$785.00	$785.00
1103875	Adobe Pro Voucher with Retake and CertPREP Practice Test	20.00	$125.00	$2,500.00

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Grand Total $3,285.00

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

Terms and Conditions of Sale

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

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the 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) d

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of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

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

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

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

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

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

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

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

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

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

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

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

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE RATIFICATION OF UPDATED LICENSE AGREEMENT FOR THE 2025 GRADUATION CEREMONIES

BACKGROUND:

On September 24, 2024, the Board approved a contract with Trail Drive Management Corp to provide graduations services at Dickies Arena beginning May 27, 2025 and concluding on Friday, May 30, 2025. The contract provided for streaming services of graduations in English but did not include streaming services for American Sign Language or Spanish.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Ratification of Updated License Agreement for the 2025 Graduation Ceremonies.
2. Decline to Approve the Ratification of Updated License Agreement for the 2025 Graduation Ceremonies.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Ratification of Updated License Agreement for the 2025 Graduation Ceremonies.

FUNDING SOURCE:	***Additional Details***	
General Fund	199-11-6266-104	$3,000

COST:

$507,957.18	Previously Approved Amount
$ 3,000.00	Additional Amount
$510,957.18	Total Cost

VENDOR(S)/PROVIDER(S):

Multipurpose Arena Fort Worth D/B/A Trail Drive Management Corp

PURCHASING MECHANISM:

Interlocal Agreement

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
R.L. Paschal High School
Trimble Tech High School
Southwest High School
Western Hills School
O.D. Wyatt High School
Benbrook Middle High School

RATIONALE:

The addition of streaming services in Spanish and American Sign Languages ensures that all of our stakeholders have equal access to graduation ceremonies.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

QUOTE

MAFW

d/b/a Trail Drive Management Corp.

DICKIESARENA.COM

1911 Montgomery Street
Fort Worth, TX 76107
Phone 817-402-9000

Quote # **FWISD Graduations**
DATE: 05/22/2025

TOTAL AMOUNT: $3,000.00

BILL TO: **Fort Worth Independent School District**

DESCRIPTION / MEMO	AMOUNT
A/V Live Stream Equipment	$1,000.00
A/V Staffing	$2,000.00
TOTAL AMOUNT:	$3,000.00

MAFW d/b/a Trail Drive Management Corp.
1911 Montgomery Street
Fort Worth, TX 76107
Phone 817-402-9000

TOTAL DUE: $3,000.00

AMOUNT ENCLOSED: $3,000.00

Please make all checks payable to Multipurpose Arena Fort Worth d/b/a Trail Drive Management Corp.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE PURCHASE OF CTE DATA COLLECTION REPOSITORY**

BACKGROUND:

The Career and Technical Education (CTE) Department utilizes this program to store, analyze, and report CTE data (industry-based certification status, completer status, etc.) as well as track CTE equipment through an inventory module. This program assists the department with reporting this data to the PEIMS department for transmission to the Texas Education Agency.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of CTE Data Collection Repository
2. Decline to Approve Purchase of CTE Data Collection Repository
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of CTE Data Collection Repository

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6396-806

COST:

Not to exceed $ 95,000.00

VENDOR(S)/PROVIDER(S):

CEV Multimedia, LLC

PURCHASING MECHANISM:

Cooperative Agreement
BuyBoard 748-24

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

CTE programs of study offered at the following campuses:

001-Carter-Riverside, Amon High School
002-Arlington Heights High School
003-South Hills High School
004-Diamond Hill-Jarvis High School
005-Dunbar High School
006-Eastern Hills High School
008-North Side High School
009-Polytechnic High School
010-Paschal High School
011-Trimble Tech High School
014-Southwest High School
015-Western Hills High School
016-O.D. Wyatt High School
042-Daggett Middle School
044-J.P. Elder Middle School
045-Leadership Academy at Forest Oak (Gr 7-8) Middle School
048-William James Middle School
049-Kirkpatrick Middle School
050-McLean Middle School
051-Meacham, W.A. MS
052-Meadowbrook Middle School
053-Monnig Middle School
054-Morningside Middle School
056-Riverside Middle School
057-Rosemont Middle School
058-Stripling, W.C. Middle School
059-Jacquet Middle School
060-Wedgwood Middle School
061-Leonard Middle School
062-International Newcomers Academy, INA 6-9
070-McClung Middle School
071-Benbrook Middle-High School
081-Young Women's Leadership Academy
082-Texas Academy of Biomedical Sciences
083-Young Men's Leadership Academy
084-World Language Institute
085-Marine Creek Collegiate High School
086-TCC South/FWISD Collegiate HS
087-I.M. Terrell Acad. For STEM and VPA

RATIONALE:

The Career and Technical Education (CTE) Department utilizes Eduthings to efficiently manage and track program equipment and industry-based certification (IBC) reporting. This platform ensures accurate inventory control, supports compliance with state reporting requirements, and streamlines data collection for accountability and program improvement. Continued use of Eduthings enhances operational efficiency and supports the department's commitment to high-quality, data-driven CTE programming.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Docusign Envelope ID: C6A19684-863E-47C8-BDEA-29112EF4554C

Docusign Envelope ID: 5BF8B506-003F-4CC2-80C3-E2243F3741A7

Exhibit C

Quote: Q-66458
Today's Date: 5/21/2025
Start Date: 9/1/2025
End Date: 8/31/2026

CEV Multimedia, LLC
1020 SE Loop 289
Lubbock, TX 79404
Phone 800/922-9965 * 806/745-8820
Fax 800/243-6398
E-Mail customersupport@icevonline.com

BuyBoard 748-24

BuyBoard 748-24

Purchasing Mechanism: BuyBoard # 748-24

BILL TO
Fort Worth Independent School District
Accounts Payable Dept.
7060 Camp Bowie Blvd
Fort Worth, Texas 76116

SHIP TO
Fort Worth Independent School District
Jennifer Akinluyi-Abe
jennifer.akinluyi-abe@fwisd.org

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending	FORT0037	TX20	iCEV-CTE	Net 30

Qty	Item #	Description	Term	Ext. Price
1	EduData-TX-Tier 6	TX - Eduthings: CTE Data - Tier 6	12	$100,000.00
1	EduINV-TX-Tier 6	TX - Eduthings: Inventory - Tier 6	12	$25,000.00
			SUBTOTAL:	$125,000.00
			DISCOUNT:	$30,000.00
			TOTAL:	$95,000.00

iCEVonline.com CANCELLATION & REFUND POLICY
No charge for cancellation within 30 days of receipt of purchase order.
No cancellation or refund after 30 days of receipt of purchase order.

Quote valid for 90 days

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE THE AGREEMENT BETWEEN THE AVID CENTER AND FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR THE 2025-2026 SCHOOL YEAR**

BACKGROUND:

This is a contract renewal of an existing program and professional development training for the Fort Worth Independent School District (FWISD). The AVID College Readiness System provides support for first generation college students in the areas of time management, organization, critical thinking and problem solving, planning, and goal setting. It supports academic achievement for all students and promotes college readiness for students enrolled in the elective classes for three (3) or more years. There are 22 secondary AVID sites in FWISD for the 2025 – 2026 school year.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:
1. Approve the agreement between the AVID Center and Fort Worth Independent School District for the 2025-2026 school year.
2. Decline to Approve the agreement between the AVID Center and Fort Worth Independent School District for the 2025-2026 school year.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the agreement between the AVID Center and Fort Worth Independent School District for the 2025-2026 school year.

FUNDING SOURCE:	***Additional Details***	
General Fund	199-11-6299-221	$38,190.00
	$ 6,000.00 Mandatory District Director Leadership Training	
	$14,190.00 AVID Weekly Secondary (22 x $645.00)	
	$18,000.00 AVID Pathways (30 x $600.00)	
General Fund	199-11-6495-221	$88,638.00
	$88,638.00 Campus Membership (22 x $4,029.00)	

Special Revenue	289-13-6411-512	$72,600.00
	$72,600.00 Summer Institute Training (3 per campus x 22 @ $1,100.00)	

COST:

Not to exceed $200,000.00

VENDOR(S)/PROVIDER(S):

AVID Center

PURCHASING MECHANISM:

Competitive Solicitation
RFP 21-083-K

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

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

Arlington Heights High School Benbrook Middle/High School Diamond Hill-Jarvis High School Eastern Hills High School Leadership Academy at Forest Oak Green B. Trimble Technical High School IM Terrell Academy for STEM and VPA J. P. Elder Middle School Marine Creek Collegiate High School Meadowbrook Middle School Morningside Middle School North Side High School OD Wyatt High School Paul Laurence Dunbar High School Polytechnic High School R. L. Paschal High School Rosemont Middle School South Hills High School Western Hills High School William James Middle School Young Men's Leadership Academy Young Women's Leadership Academy

RATIONALE:
AVID has a proven track record of success in preparing students for acceptance into and through college, as well as increased academic achievement for students. AVID provides outstanding professional development for teachers and campus leaders, and its mission and methodology support FWISD's mission and several key initiatives.

Over the last four years, FWISD AVID seniors have graduated on time at 99% or higher and 73% have been accepted into four-year institutions. We have also increased our percentage of AVID elective students who have been enrolled in AVID for multiple years over the last four years. AVID students are consistently taking advanced academic courses, including 46% AVID seniors taking dual credit courses and 58% of 8th graders in 2024 were enrolled in Algebra 1 or a higher-level math course. AVID seniors are also

consistently completing four-year entrance requirements on an average of 94%. AVID seniors are taking the SAT/ACT exam at a rate of 94%.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Exhibit "A"

AVID Center General Terms and Conditions

These General Terms and Conditions (these "Ts&Cs") set forth an agreement by and between AVID Center, a California nonprofit corporation ("AVID Center"), and the "Client" identified in the attached Quote/Order. Client agrees to these Ts&Cs by entering into the Quote/Order or a Subsequent Quote/Order regardless of whether these Ts&Cs are attached to such Quote/Order or Subsequent Quote/Order. These Ts&Cs shall prevail over any terms and conditions contained in any purchase order or other document submitted by Client and fulfillment of the Quote/Order or a Subsequent Quote/Order does not constitute acceptance of any of Client's terms and conditions and does not modify or amend these Ts&Cs. If an individual enters into the Quote/Order or a Subsequent Quote/Order on behalf of his/her employer, then such individual hereby represents and warrants that he/she has the authority to bind such entity to this Agreement.

Article I. Definitions. Capitalized terms in these Ts&Cs not defined in the Quote/Order or a Subsequent Quote/Order or elsewhere in these Ts&Cs shall have the meanings set forth below:

1.1. "AVID Materials" shall mean any materials, in any medium, printed or electronic, provided by AVID Center relating to the AVID Products and Services.

1.2. "AVID Member Site" shall mean each Client facility identified in the Quote/Order or a Subsequent Quote/Order where the AVID Products and Services will be implemented.

1.3. "AVID Methodologies" shall mean AVID Center's proprietary methodologies incorporated within the AVID Products and Services.

1.4. "AVID Products and Services" shall mean the descriptions and requirements related to the products and services specified in the Quote/Order or a Subsequent Quote/Order, as described on the area of AVID Center's website located at https://www.avid.org/Page/3290. Such descriptions and requirements may change from time to time at AVID Center's sole discretion without prior notice to Client and are hereby incorporated herein by this reference.

1.5. "Proprietary Information" shall mean confidential or proprietary information pertaining to AVID Center's business, products or services, including without limitation AVID Methodologies, techniques, processes, designs, and research, and the terms of this Agreement.

1.6. "Subsequent Quote/Order" shall mean an order signed by AVID Center and Client to renew a subscription of the AVID Products and Services or any Amendment to a Quote/Order.

1.7. "Site Data" shall mean data collected from an AVID Member Site pertaining to student demographics, course enrollment, site characteristics and related outcomes.

1.8. "Student Data" shall mean individual student academic and disciplinary data.

Article II. Term.

2.1. Term. The term of this Agreement shall commence on the date specified in the Quote/Order or Subsequent Quote/Order and, unless earlier terminated as provided herein, shall continue until the expiration date specified in the Quote/Order, unless renewed pursuant to a Subsequent Quote/Order ("Term").

Article III. Licenses.

3.1. AVID Products and Services.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center hereby grants to Client during the Term a limited, non-exclusive, non-transferable license, without the right to sublicense, to (i) use, and permit AVID Member Sites to use (a) the AVID Products and Services corresponding to such AVID Member Sites as specified in the Quote/Order or a Subsequent Quote/Order, and (b) the AVID Methodologies solely to implement the AVID Products and Services and for no other purpose, and (ii) reproduce the AVID Materials and distribute and display copies of such AVID Materials to staff and students of AVID Member Sites where such AVID Products and Services are implemented.

(b) This Agreement grants Client only the rights to use the AVID Products and Services and AVID Materials as set forth herein and does not convey or transfer title or ownership of any AVID Products and Services or AVID Materials to Client. All rights not expressly granted herein are reserved by AVID Center, and no other licenses are granted herein by implication, estoppel or otherwise.

3.2 Restrictions. Except as permitted in this Agreement, Client shall not, nor permit any third party to, engage in any of the following conduct:

(a) Provide, sell, sublicense, transfer, or lease any AVID Products and Services or AVID Materials;

(b) Distribute, broadcast or transmit in any medium whatsoever any AVID Products and Services or AVID Materials, except to AVID Member Sites solely via a password-protected website that is accessible only to staff and students of such AVID Member Site;

(c) Reproduce any AVID Products and Services or AVID Materials, except for classroom or school use;

(d) Distribute or transmit through the Internet any AVID Materials or AVID Methodologies to AVID Member Sites, except to a password-protected website that is accessible only to staff and students of such AVID Member Site;

(e) Enable AVID Member Sites to download electronic versions of any AVID Products and Services or AVID Materials, other than downloads by staff and students of AVID Member Sites who are required to agree prior to downloading (via clicking an "Accept" button or other form of electronic acknowledgement) not to distribute, reproduce, display, or transfer such AVID Products and Services or AVID Materials to anyone other than staff and students of their AVID Member Site;

(f) Modify or create derivative works of any AVID Products and Services or AVID Materials;

(g) Use or integrate any AVID Products and Services or AVID Materials with any product or service other than the AVID Products and Services or to develop any other product or service;

(h) Use any AVID Products and Services or AVID Materials in connection with any timesharing service, service bureau, network or any other services for revenue-generating purposes; or

(i) Obscure, remove, alter or fail to reproduce any copyright notice and other proprietary legends contained on or in any AVID Products and Services or AVID Materials.

3.3 AVID Trademarks.

(a) Subject to all of the terms and conditions of this Agreement, AVID Center grants to Client during the Term a limited, nonexclusive, non-transferable, indivisible license, without the right to sublicense, to use the "AVID" trademarks, service marks and logos (collectively, "AVID Trademarks") only (i) as they are incorporated within the AVID Materials; and (ii) on advertising and promotional materials created by Client or AVID Member Sites to promote the AVID Products and Services implemented at such AVID Member Sites.

(b) Client shall at all times use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks.

(c) Client shall not, and shall ensure that AVID Member Sites do not, (i) use any AVID Trademarks as a business name or trade name; (ii) adopt any trademark that is confusingly similar to any AVID Trademarks; (iii) submit any application or otherwise attempt to register for itself or others any AVID Trademarks; (iv) modify or otherwise alter any AVID Trademarks or use any other designs or logos in conjunction with the AVID Trademarks; or (v) use any AVID Trademarks in connection with any product or service other than the AVID Products and Services in accordance with this Agreement.

(d) All use of the AVID Trademarks by Client or an AVID Member Site will include the appropriate trademark symbol and will be in the following form, as appropriate: [AVID Trademark]® or [AVID Trademark]™. All literature and materials printed, distributed or electronically transmitted by Client or an AVID Member Site and containing any AVID Trademarks will include the following notice, as appropriate: "[AVID Trademark] is a [registered] trademark of AVID Center."

(e) Use by Client or any AVID Member Site of any AVID Trademarks on any product or other item in order to promote the AVID Products and Services shall be subject to AVID Center's prior written approval. Any such uses of AVID Trademarks approved by AVID Center shall be subject to the terms and conditions of this Agreement.

3.4 Ownership. As between the parties, AVID Center shall solely own all right, title and interest, except as licensed to Client hereunder, in and to the AVID Products and Services, AVID Trademarks, and AVID Materials, and any and all modifications, enhancements and derivative works thereof, and all intellectual and proprietary rights related thereto ("Intellectual Property Rights"). In addition, AVID Center shall own any and all suggestions, comments and feedback provided by Client concerning improvements or modifications of any AVID Products and Services (collectively, "Feedback") and AVID Center shall have the right to use, in any manner and for any purpose whatsoever, any and all Feedback. Client agrees to assign and does hereby irrevocably assign to AVID Center all right, title and interest that Client may acquire in and to any and all AVID Products and Services, AVID Trademarks, AVID Materials, and Feedback and all Intellectual Property Rights therein.

3.5 Equitable Relief. Client acknowledges and agrees that AVID Center will be irreparably harmed and money damages would be an inadequate remedy in the event of a breach of this Article III. Client therefore agrees that, in the event of such a breach, in addition to all other available remedies, AVID Center shall be entitled to equitable relief, including without limitation an order of specific performance and/or temporary, preliminary and permanent injunctive relief.

Article IV. Client's Obligations.

4.1. Infringement by Third Parties. Client shall notify AVID Center of any infringement of any of AVID Center's Intellectual Property Rights of which Client becomes aware. AVID Center shall have the sole right, but not any obligation, to take legal action to enforce such rights and Client agrees to cooperate with AVID Center in any such action and provide all information and assistance reasonably requested by AVID Center at AVID Center's expense.

4.2. Compliance with Laws. Client shall at all times comply with all applicable laws and regulations in its use of the AVID Products and Services.

4.3. Data Collection. During the Term, Client shall provide to AVID Center via a designated secure web portal Site Data and Student Data (collectively, "Data") specified by AVID Center. Client shall collect Data in accordance with applicable privacy laws, including without limitation the federal Family Educational Rights and Privacy Act (FERPA). AVID Center shall maintain in confidence all personally identifiable student information or information that is included in Data that it receives from Client. Client may withhold, revise, and/or edit confidential data, such as student names, Social Security Numbers and any other information the disclosure of which would violate state or federal law. AVID Center agrees not to use any Data in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

4.4. Proprietary Information.

(a) Confidentiality. Client shall hold and maintain all Proprietary Information provided by, or otherwise obtained from, AVID Center in strict confidence and not use or disclose such information to any third party other than to its employees and contractors who have a need to know such information, except to the extent necessary to exercise the rights granted, and perform its obligations, under this Agreement. Client will safeguard all Proprietary Information using the same precautions it uses to protect its own confidential information, but shall in no event exercise less than a reasonable degree of care. Client shall ensure compliance of AVID Member Sites with the obligations in this Section 4.4.

(b) Exceptions. The restrictions set forth in Section 4.4(a) shall not apply with respect to information which: (i) is already known by Client at time of disclosure; (ii) becomes, through no act or fault of Client or any AVID Member Site, publicly available; (iii) is rightfully received by Client from a third party on a non-confidential basis; or (iv) is independently developed by Client without reference to any Proprietary Information. Notwithstanding Section 4.4(a), Client may disclose Proprietary Information pursuant to a lawful requirement or request of a governmental entity or agency to the minimum extent required, provided that, to the extent permitted by applicable law, Client first notifies AVID Center of such requirement or request and Client cooperates with AVID Center in seeking a protective order or contesting such required disclosure.

Article V. Compensation.

5.1. Invoicing and Payment. AVID Center will invoice Client the amount stated in the Quote/Order or Subsequent Quote/Order, as the case may be, upon execution of the Quote/Order or Subsequent Quote/Order, and Client shall pay to AVID Center the full invoiced amount within thirty (30) days following Client's receipt of the invoice.

5.2. Taxes. Client shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to the AVID Products and Services provided by AVID Center or arising out of or in connection with this Agreement.

5.3. No Right of Offset. Client shall have no right to offset any amount or claim against amounts payable to AVID Center hereunder.

Article VI. Representations and Warranties; Warranty Disclaimer.

6.1. Representations and Warranties. Each party represents and warrants to the other party that its execution and delivery of this Agreement, and its performance of this Agreement, (i) are within its power and authority; (ii) do not require any consent or other action by and in respect of or filing with any third party or governmental body or agency; and (iii) do not, and will not, violate or conflict with or constitute a default under any applicable law, regulation, or published interpretive guidance or ruling.

6.2. Warranty Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1., NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(b) AVID CENTER DOES NOT WARRANT THAT THE AVID PRODUCTS AND SERVICES WILL MEET CLIENT'S OR ANY AVID MEMBER SITE'S REQUIREMENTS AND AVID CENTER DOES NOT MAKE ANY WARRANTY WITH RESPECT TO CLIENT'S OR ANY AVID MEMBER SITE'S USE OR INABILITY TO USE ANY OF THE AVID PRODUCTS AND SERVICES OR THE RESULTS GENERATED FROM THE USE OF ANY OF THE AVID PRODUCTS AND SERVICES.

Article VII. Limitation of Liability.

7.1. Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY ARISING OUT OF THIS AGREEMENT UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (b) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

7.2. Maximum Liability. NOTHWITHSTANDING ANYTHING IN THIS AGREEMENT OR OTHERWISE, AVID CENTER SHALL HAVE NO LIABILITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID BY CLIENT HEREUNDER AND CLIENT SHALL HAVE NO LIAIBLITY FOR DAMAGES IN EXCESS OF THE AGGREGATE AMOUNT PAID OR PAYABLE BY CLIENT HEREUNDER WITH RESPECT TO THE QUOTE/ORDER OR SUBSEQUENT QUOTE/ORDER GIVING RISE TO LIABILITY.

Article VIII. Termination.

8.1. By AVID Center. AVID Center may terminate this Agreement in its entirety or with respect to one or more AVID Member Sites in the event of Client's material breach of this Agreement, which is not fully cured within thirty (30) days following AVID Center's notice of the breach. In the event Client's breach is not cured, AVID Center shall notify Client of its election to terminate this Agreement or, if termination is limited to one or more AVID Member Sites, AVID Center shall notify Client of the AVID Member Sites so terminated.

8.2. By Client. Client may terminate this Agreement for any reason, or no reason, upon thirty (30) days' prior written notice to AVID Center.

8.3. Effect of Termination. Upon termination or expiration of this Agreement or with respect to termination of one or more AVID Member Sites, (a) the licenses granted to Client hereunder, or the rights granted hereunder with respect to the terminated AVID Member Sites, shall automatically terminate and all rights shall revert to AVID Center; (b) Client shall immediately discontinue use of the AVID Products and Services and cease using the AVID Materials, AVID Methodologies, and AVID Trademarks in all AVID Member Sites following termination or expiration of this Agreement, or, in the case of termination of one or more AVID Member Sites, in the terminated AVID Member Sites; (c) Client shall pay to AVID Center all unpaid amounts that are due and payable hereunder for services actually rendered and shall remain liable for its obligations, or other actions, that accrued or occurred prior to the date of termination or expiration; and (d) Client shall promptly return to AVID Center all AVID Materials and Proprietary Information (including copies) in its possession or control following termination or expiration of this Agreement.

8.4. Survival. All accrued rights to payment and the parties' respective rights, obligations and duties under Articles I, VI, VII, and VIII and Sections 3.4, 3.5, 4.1, 4.4, and 5.1 shall survive expiration or any termination of this Agreement.

Article IX. General Provisions

9.1. Independent Contractors. The relationship between the parties is that of independent contractors and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

9.2. Cumulative Remedies. All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise.

9.3. Governing Law/Venue. This Agreement shall be governed by and interpreted under Texas law, without regard to its conflict of laws provisions, and, except as provided in Section 9.4, the state and federal courts located within the County of Tarrant County, Texas shall have the exclusive jurisdiction over all disputes and causes of action relating to this Agreement.

9.4. Dispute Resolution.

(a) Before initiating any legal action, the parties will endeavor to settle any dispute, controversy or claim arising out of or relating to this Agreement or a party's performance or lack of performance hereunder (a "Dispute") by mediation in Tarrant County, Texas. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs.

9.5. Force Majeure. Neither party shall be liable for nonperformance or any delay caused by an event reasonably beyond its control including, but not limited to, wars, acts of terrorism, compliance with laws or regulation (including, without limitation, those related to infringement), fires, floods, earthquakes or any Act of God or any law, proclamation, regulation, ordinance or other act or order of any court, government or governmental agency.

9.6. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessaryso that the remainder of this Agreement will continue in full force and effect and be enforceable.

9.7. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one business day following delivery by a nationally recognized overnight courier with tracking capabilities, or three business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the address of the party to be notified set forth in the Quote/Order or a Subsequent Quote/Order. Notice of change of address shall be given by written notice in the manner set forth in this Section 9.8.

9.8. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

9.9. No Third-Party Beneficiaries. Nothing in this Agreement shall confer upon any person or entity other than the parties and their respective successors or permitted assigns, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

9.10. No Assignment. Neither party may assign any of its rights or delegate any of its obligations under this Agreement without the other party's prior written consent and any purported assignment in the absence of such consent shall be null and void.

9.11. Amendment. No amendment or modification of this Agreement shall be binding, unless it is in writing and signed by both parties.

9.12. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

9.13. Entire Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof, and all quotes, communications, understandings and agreements relating to the same subject matter are merged into, and superseded by, this Agreement.

9.14. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing a signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE COLLEGIATE ASSESSMENT CURRICULUM

BACKGROUND:

The Texas College Bridge (TCB) program is an online college preparatory course designed to strengthen student skills in English and Math. It has been used at all Fort Worth ISD high schools for several years to ensure that our students are prepared to pass the Texas Success Initiative (TSI). TCB is an approved course to help students meet the College, Career, and Military Readiness (CCMR) benchmarks set by the State of Texas. Successful completion of this program allows students to receive a TSI exemption from many colleges, too. In the 2024-2025 school year we served approximately 3,459 students with this program.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Collegiate Assessment Curriculum
2. Decline to Approve Collegiate Assessment Curriculum
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Collegiate Assessment Curriculum

FUNDING SOURCE:	***Additional Details***
General Fund	199-11-6399-807

COST:

$100,000

VENDOR(S)/PROVIDER(S):

The NROC Project

PURCHASING MECHANISM:

Competitive Solicitation
EPCNT Dallas ISD RFP # AH-206694

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

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

Arlington Heights High School
Benbrook High School
Carter-Riverside High School
Diamond Hill-Jarvis High School
P.L. Dunbar High School
Eastern Hills High School
IM Terrell Academy for STEM & VPA
Marine Creek Collegiate
Metro Opportunity Center
North Side High School
R. L. Paschal High School
Polytechnic High School
South Hills High School
Southwest High School
Success High School
Texas Academy of Biomedical Sciences
Tarrant County College South/FWISD Collegiate
GB Trimble Technical High School
Western Hills High School
World Languages Institute
Oscar Dean Wyatt High School
Young Men's Leadership Academy
Young Women's Leadership Academy

RATIONALE:

The TCB program is a way to support students achieving CCMR success in FWISD. The program is accepted by the Texas Education Agency as a CCMR indicator helping students transition to the university level directly from high school with the TSI waiver. This program allows students to enter college immediately following graduation from FWISD without the need for remedial courses.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

TexasCollegeBridge	QUOTE
THE NROC PROJECT P.O. Box 28818 Scottsdale, AZ 85255 finance@nroc.org	**Date:** 05/29/25
To: FORT WORTH ISD ATTN: Purchasing Department	**Expiration Date:** 6-1-26

High School Enrollment	Description of Services	Participation Fee
22,363	Participation in Texas College Bridge for the 2025-26 school year.	$100,000.00
	**EPCNT Dallas ISD RFP #AH-206694	
Total to be Invoiced		$100,000.00

Quote prepared by: Leah Ballard

Term: This is a quote for unlimited licenses for participation in Texas College Bridge for the 2025-2026 school year beginning August 4, 2025, and ending July 24, 2026. Licenses are to be used for 11th and 12th-grade students only.

Payment Schedule: Your district will be invoiced on receipt of the updated Participation, Data Sharing, and Requirements Agreement or an Addendum to your current agreement. Payment is due upon receipt of the Invoice.

Texas College Bridge: PARTICIPATION, DATA SHARING, & REQUIREMENTS AGREEMENT
Application for Texas College Bridge
Effective August 12, 2025

Institution: Date: 8/12/2025

This Participation, Data Sharing and Requirements Agreement ("Agreement") is entered into by the above-named Institution, The Commit Partnership, The NROC Project, and GreenLight Credentials, LLC in order for the Institution to participate in the Texas College Bridge program ("Program") to aid and assist institutions supporting high school students demonstrate college readiness prior to enrolling in college. The Program is facilitated by The Commit Partnership ("Commit") and The NROC Project ("NROC"), in coordination with provider GreenLight Credentials, LLC (GreenLight). Commit, NROC, and GreenLight may hereinafter be collectively referred to as the "Providers". The Institution, Commit, NROC, and GreenLight are hereinafter collectively referred to as the "Parties."

This Agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher and administrator training, enrollment process, evaluation, audit, and an academic records processing system that tracks and confers credits from coursework with the Providers. To complete the work required under the Agreement, the Program requires that the Providers have access to certain Institution student data and student education records. The Parties agree that these purposes serve a bona fide educational purpose and that the Providers have a legitimate educational interest in the student information contemplated by this Agreement and in accordance with 34 C.F.R. § 99.31(a) and as further described below.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes any and all other agreements or contracts, either oral or written, between the Parties with respect to the subject matter hereof. All other previous agreements between the Parties regarding the subject matter hereof are hereby cancelled and superseded by this Agreement.

As part of the Program, students in 11th and 12th grade who did not test college ready in English and/or Math will be able to participate in and complete a personalized online program to demonstrate college readiness in the subject at issue. Students may have the option to set-up a Texas College Bridge elocker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction.

Institution seeks to participate and agrees to the following terms and conditions for participation in the Program and entering into this Agreement:

Section 1: Data Sharing
Section 2: Program Requirements
Section 3: Terms of Use

By checking the above boxes and signing on the signature page, you are signing this Agreement and represent that you have authorization to do so on behalf of your Institution and agree to the terms in each of the sections above identified and detailed below.

Section 1: Data Sharing

1) Institution acknowledges that employee information must be shared in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.

2) Any release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations 34 C.F.R. § 99.1 et seq. and will be delivered to Providers solely to enable Institution's students and teachers to participate in the Texas College Bridge program and as permitted by this Agreement.

3) FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students' education records. The term "school official" includes contractors, consultants, volunteers, or other parties to whom the institution has outsourced educational or institutional services, or where the outside party —

> (1) Performs an institution service or function for which the Institution would otherwise use employees;
> (2) Is under the direct control of the Institution with respect to the use and maintenance of education records; and
> (3) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).

The Institution designates the Providers (and each of their respective authorized representatives), each as a "school official" with legitimate educational interests in students' education records provided pursuant to this Agreement and relating to participating in the Program.

4) Student Confidentiality. The Institution has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically FERPA. The Providers each acknowledge that they must comply with said law and regulations and safeguard student information. Other than to support the Texas College Bridge Program purposes and requirements as permitted by this Agreement, the Providers may not re-disclose the information to a third party without prior written consent from the Institution and/or the parent or eligible student.

5) The Parties are expressly authorized to share Program data with the Texas Education Agency and Texas Higher Education Coordinating Board (THECB). Accordingly, any publication or dissemination of Program data by the Parties in this instance, or other approved methods, will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: (i) the student's name; (ii) the name of the student's parent or other family members; (iii) the address of the student or student's family; (iv) a personal identifier, such as the student's social security number, student number, or biometric record; (v) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with

reasonable certainty; or (vii) information requested by a person who either Party reasonably believes knows the identity of the student to whom the education record relates. Providers are authorized to share all other student data with TEA.

6) Education records disclosed pursuant to this Agreement will be destroyed consistent with FERPA and the terms of this Agreement by permanently and irreversibly removing any personal identifiers from the records rendering the information no longer personally identifiable or usable. Providers must provide the Institution with evidence of the destruction of the records in compliance with this Agreement.

7) Data associated with students' accounts and subject to GreenLight's or NROC's separate Term of Use and Privacy agreements will be controlled by students consistent with FERPA and any applicable Texas consumer protection laws and other agreements between students and Providers.

8) Providers may conduct surveys of students within the context of the Program and acknowledge that all student surveys will be in compliance with the requirements of the Protection of Pupil Rights Amendment (PPRA). Written parental consent will be obtained before surveying students in accordance with the PPRA.

9) The disclosure of personally identifiable information from education records under this Agreement is <u>not</u> an assignment of ownership of the personally identifiable information or records. The Institution retains custody and/or ownership of all such records. Personally identifiable information from education records may only be redisclosed pursuant to this Agreement with the Institution's permission or otherwise in compliance with FERPA and its regulations. Institution is responsible for securing any parental or eligible student consent, as needed, but in releasing records to Providers, Institution represents that it has obtained any consent it has determined is necessary.

10) The Institution maintains the right to conduct audits or otherwise monitor Providers receiving student personally identifiable information from education records to periodically affirm that Providers have appropriate policies and procedures in place to protect the student personally identifiable information from education records.

11) The failure to comply with the requirements of FERPA will subject the responsible party to all allowable enforcement actions under state and federal law. If Providers become aware of a disclosure or security breach concerning any Institution data or student education records covered by this Agreement, Providers shall immediately notify the Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Providers shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the Institution's sole discretion, result in the Institution immediately terminating this Agreement.

12) This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

By electronically signing below, you are signing this Agreement officially and represent that you have authorization to do so on behalf of the Institution. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and that you consent, on behalf of Institution, to be legally bound by this Agreement and any document referenced or linked herein as if manually signed by you in writing. You also represent that you are legally authorize[illegible] into this Agreement and that no certification authority or other third-party verification is necessary

to validate your electronic signature.

Section 2: Program Requirements:

Institution desires to participate in the Texas College Bridge program. In order to support the Program, Institution acknowledges and commits to the following requirements and terms of service:

Institution Requirements

1. The Institution shall submit the designated Fee amount directly to NROC who will accept all Fee payments from participating institutions related to this Agreement. The execution of this Agreement does not make payment of the Fee binding but will prompt the submission of an invoice to the Institution from NROC in the amount and manner detailed herein. Once applicable invoice(s) have been paid and the Fee received by NROC, the Institution's student accounts will be accessible.
2. Participating institutions will have unlimited Texas College Bridge course licenses to be used for students in 11th and 12th grade who are enrolled in that institution, with an emphasis on students who have not met college readiness standards.
3. Eligible students from Institution will either register for the program directly with the TCB Portal or via their school's SSO portal if that option is available.
4. Students who are enrolling directly via the TCB Portal will self-register using a link, or links, provided by the district administrator. Institutions are responsible for distributing self-registration links to the students.
5. Students who are enrolling via their school's SSO will automatically have their Texas College Bridge account created. Institutions are responsible for complying with provided NROC SSO specifications.
6. Students must achieve the following course-completion criteria to earn a certificate: • Texas College Bridge College Preparatory Math course completion criteria is 90% mastery at Stage 2.
   • Texas College Bridge College Preparatory English course completion criteria is 90% mastery at Stage 2 and successful completion of a required essay using the assigned grading rubric.
7. Students may have the opportunity to self-register with GreenLight to access course completion certificates. Certificates of Completion will be stored in a GreenLight locker and made available to students for sharing directly from their Greenlight account
8. To satisfy admission, scholarship requirements, and degree verification services, Institution shall appoint GreenLight as an authorized agent on behalf of the TCB project in order to send "official transcripts and academic records" to third parties authorized to receive such documents.
9. To the extent parental consent is required, Institution must collect parental consents prior

to a student's participation in the TCB project. It will be assumed that students identified by the Institution to participate in the TCB project are eligible to do so. Institution must immediately notify Commit if any consents are revoked.

10. Institution will coordinate with Commit to enable student and teacher participation in the TCB project.
11. Institution authorizes Commit and its contractors and authorized representatives to share and receive data with/from GreenLight, NROC, TEA, and other TCB service providers, subject to the goals and objectives associated with the TCB project.

12. The Institution must report any students who have engaged in academic dishonesty, including but not limited to, the use of Artificial Intelligence tools, in the Texas College Bridge program and conduct an investigation to determine whether additional students have participated in such misconduct. Commit shall reset the program for any students found to have engaged in academic dishonesty and revoke their certificate of completion.
13. The Institution shall establish and maintain policies and procedures designed to prevent, to the fullest extent possible, academic dishonesty in the Texas College Bridge program. These policies and procedures shall include, but are not limited to, measures for monitoring student activity, verifying academic integrity, and providing guidance to educators on detecting and addressing potential violations.
14. Institution will report students who successfully complete the college preparatory course(s) in PEIMS.
    Course Long Name PEIMS # Credit College Preparatory Course English Language Arts * 1.0 Credit College Preparatory Course Mathematics * 1.0 Credit

*Refer to the CO22 table for the Texas College Bridge specific service ID.

Section 3: Texas College Bridge Terms of Use

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. Greenlight Credentials' Terms of Use and Privacy Policy will govern the students and teachers' interaction with the GreenLight platform. Except where superseded by other terms of this agreement or Texas state law, NROC's Terms of Use and Privacy Policy will govern the students and teachers' interaction with the Texas College Bridge EdReady platform, as detailed below.

Signatures

Institution Name:
Printed Name:
Title:
Date:
Signature:

Printed Name: Abby Eelsen
Title: Chief Operating Officer
Signature

Abby (Mayer) Eelsen 03 / 31 / 2025

The NROC Project
Printed Name: Ahrash Bissell
Title: President
Signature

03 / 26 / 2025

GreenLight Credentials, LLC
Printed Name: Divakar Kamath
Title: Chief Financial Officer
Signature

Divakar Kamath

03 / 27 / 2025

DEFINITION OF TERMS — THE NROC PROJECT

NROC: The NROC Project (Organization) is a California 501(c)3 organization providing educational content and toolsto support education.

LICENSEE: An academic institution such as a public or private school, school system, district, state department of education, federal department of education, or non-profit educational institution (sometimes referred to in the Terms of Use as an Institutional Sponsor) who licenses or accesses the Texas College Bridge EdReady application for use with their students, staff and faculty. These institutions are obligated to protect User's privacy under the Family Educational Rights & Privacy Act of 1974 (FERPA), User data may only be used for legitimate educational and evaluation purposes.

USER: Any individual who accesses any NROC website whether via an institutional version or public version.

TEXAS COLLEGE BRIDGE EDREADY: An NROC-hosted application to assess student knowledge and provide access to educational resources.

TERMS OF USE

Texas College Bridge EdReady Grant of Rights (the Organization) hereby grants to Licensee the non-exclusive right and

license to make available the Texas College Bridge EdReady application to Licensee's enrolled students subject to the following restrictions: (a) Licensee agrees that they will access, store, and utilize all student data within the application according to institutional regulations and legal obligations. (b) Organization agrees to store these data on Licensee's behalf as long as the account remains active. (c) All data generated by the application shall be the property of the User but the User,
via the EdReady application terms of use
(http://content.nroc.org/license/license.html#ERyourdata), grants the Licensee (Institutional Sponsor) the right to access, store, and utilize those data according to institutional regulations and legalobligations.

Privacy. Organization believes that User data privacy rights are important. The complete NROC User Data Privacy Policy can be found at http://content.nroc.org/license/license.html#privacy and is incorporated herein by reference. The complete terms and conditions (http://content.nroc.org/license/license.html), together with the NROC Privacy Policy, Digital Millennium Copyright Act (DMCA) Statement, and such other documents referenced or incorporated therein, constitute the Terms of Use that govern a User's use of any NROC-owned sites.

NROC Asset Changes. Organization reserves the right to change, alter, revise, discontinue or add content to the NROC Assets at any time during the term of the Agreement.

NROC Asset Disclaimer. Licensee agrees that use of the NROC Assets is at Licensee's sole risk. Except for the express warranties set forth in the Warranty section of the Agreement, the NROC Assets are provided "AS IS" and "WITH ALL FAULTS" and without implied or express warranties or representations of any kind such as but not limited to uninterrupted use, accuracy, usefulness, fitnessfor the intended purpose, free of errors, or free of viruses or harmful components.

Intellectual Property. All ownership, copyrights, trademarks and other rights in the NROC Assets ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall
NROC ASSETS: NROC LIBRARY: The NROC Library contains two types of collections which are hosted by NROC and may be available through the Texas College Bridge EdReady application.

The *NROC Permanent Collection* refers to all content that is copyrighted to The NROC Project (NROC), content that has been contributed for NROC distribution under a permanent license, and content made available under an "open license" (i.e. Creative Commons, GNU General Public License). Access to this content shall be available to licensee for the term defined in their agreement.

The *NROC Contributed Collection* refers to all content made available under a Content Distribution Agreement with the copyright owner for a defined period of time. Access to this content shall be available to licensee for the period defined in the Content Distribution Agreement, which may vary by content. Access to this content cannot be guaranteed past the end date of the Content Distribution Agreement. More information can be found at: https://nrocnetwork.org/resources/downloads/nroc-collections/.

remain with the Organization or its licensors. All updates, revisions and derivativesto the NROC Library developed by the parties shall belong to

the Organization or its licensors. Licensee shall not in any way alter or remove copyright information from any NROC Asset. Licensee shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Assets or any reference to the NROC Assets. If Licensee's use of the Intellectual Property is improper, Licensee will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Licensee's products and services utilizing the Intellectual Property under this Agreement.

Warranty. The Organization warrants that it owns and/or has all the necessary rights to license the NROC Assets to Licensee in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Assets. Except for the foregoing, Licensee agrees that the NROC Assets are delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Licensee acknowledges that Organization does not own or control all content available at our websites and therefore cannot warrant or guarantee that anyproduct, service, or materials offered on our websites will be suitable for Licensee or Licensee's enrolled students. Licensees access and use our websites entirely at their own risk. Licensee acknowledges and agrees that under no circumstances will Organization be responsible or liable in any way for any claims, losses, damages, or injuries of any kind incurred by Licensee as a result of Licensee's use of or reliance upon any product, service or materials offered on our websites. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Assets delivered to Licensee under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Licensee for the NROC Asset whose license, use, or other employment gives rise to the liability.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE RENTAL TRUCKS FOR HIGH SCHOOL MARCHING BANDS

BACKGROUND:

Marching bands at the district's comprehensive high schools require transportation for large instruments, electronic equipment, and field props during football season and marching band competitions. This transportation need spans approximately 11 weeks each fall. Currently, campuses rely on a variety of transportation methods, including limited district vehicles and rented trailers, which can lead to inconsistencies in availability. Providing dedicated trucks will allow for greater consistency in transportation and significantly reduce the potential for last-minute rental cancellations. Additional information is provided in the attached document.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Rental Trucks for High School Marching Bands
2. Decline to Approve Rental Trucks for High School Marching Bands
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Rental Trucks for High School Marching Bands

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

Fund 199-36-6269-838 (Rentals)
199-36-6311-838 (Fuel)

COST: $138,604.00

VENDOR(S)/PROVIDER(S):
32086
MURPHY HOFFMAN COMPANY DBA MHC TRUCK LEASING LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFP 22-014-A – Vehicle Rentals

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

Arlington Heights High School
Benbrook Middle-High School
Carter-Riverside High School
Diamond Hill–Jarvis High School
Dunbar High School
Eastern Hills High School
North Side High School
O. D. Wyatt High School
Polytechnic High School
R. L. Paschal High School
South Hills High School
Southwest High School
Trimble Tech High School
Western Hills High School

RATIONALE:

Providing dedicated box trucks for each comprehensive high school with a marching band will streamline transportation needs during the 11-week marching season. This will ensure greater consistency in transporting large instruments, equipment, and props, significantly reducing the likelihood of last-minute rental cancellations. The trucks will help protect district-owned equipment from damage or weather exposure and reduce safety concerns associated with makeshift transportation methods.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Marching Band Truck Rental Allotment		
School Name	Number of Trucks	Tractor
Arlington Heights HS	2	0
Benbrook MHS	1	0
Carter-Riverside HS	1	0
Diamond Hill-Jarvis HS	1	0
Dunbar HS	1	0
Eastern Hills HS	1	0
North Side HS	1	0
O.D. Wyatt HS	1	0
Paschal HS	2	1
Polytechnic HS	1	0
South Hills HS	2	0
Southwest HS	2	0
Trimble Tech HS	1	0
Western Hills HS	1	0
TOTAL	**18**	**1**

Murphy Hoffman Company (MHC) Box Truck and Tractor Quote for Fall, 2025

Requesting the rental of eighteen (18) 26' straight box trucks and one (1) tandem axle day cab tractor for the period of:
August 29, 2025 - November 17, 2025 (11 weeks and 3 days total)

18 26-Foot Straight Box Trucks:

MHC is quoting us for 56 billed days per truck (just the weekdays) for the rentals

Fixed Rental Cost per Day:	$	105.00
Plus Tech Fee Daily:	$	5.00
Plus Waste fee Daily:	$	9.00
Subtotal Daily Cost per Truck:	$	119.00
x 56 Billed Days:	$	6,664.00
x 18 Trucks:	$	119,952.00
Box Truck Base Rental Subtotal:	**$**	**119,952.00**

Plus Mileage at $0.14/mile (calculated after rental is over), for an average of 100 miles per event, for an estimated total of 20 events per truck (includes football games, Benchmark, contests, & stadium rehearsals)

Mileage per Mile:	$	0.14
x Avg. of 100 Miles per Event:	$	14.00
x Appr. 20 Events:	$	280.00
x 18 Trucks:	$	5,040.00
Mileage Subtotal:	**$**	**5,040.00**

Plus Fuel (if needed) for when trucks are returned to MHC at the end of the rental period

Fuel if Needed per Truck:	$	200.00
x 18 Trucks:	$	3,600.00
Fuel Subtotal:	**$**	**3,600.00**
Box Truck Total:	**$**	**128,592.00**

1 Tandem Axle Day Cab Tractor:

Quoted at 11 weeks and 1 day for the rental of one tractor for Paschal Band's 18-wheeler

Daily Rental Rate:	$	150.00
x 56 Billed Days:	$	8,400.00
Tractor Base Rental Subtotal:	**$**	**8,400.00**

Plus Additional Fees: Tech Fee at $5/Day and Waste Fee at $9/Day

Total Daily in Tech/Waste Fees:	$	14.00
x 58 Billing Days:	$	812.00
Additional Fee Subtotal:	**$**	**812.00**
Subtotal of Base Rental & Add'l. Fees:	**$**	**9,212.00**

Plus Mileage at $0.15/mile (calculated after rental is over), for an average of 100 miles per event, for an estimated total of 20 events (includes football games, Benchmark, contests, & stadium rehearsals)

Mileage per Mile:	$	0.15
x Avg. of 100 Miles per Event:	$	15.00
x Appr. 20 Events:	$	300.00
Mileage Subtotal:	**$**	**300.00**

Plus Fuel (if needed) for tractor, including IFTA tax that may be calculated after miles are totaled each quarter

Fuel if Needed for Tractor:	$	500.00
Fuel Subtotal:	**$**	**500.00**
Tractor Total:	**$**	**10,012.00**

OVERALL TOTAL FOR 18 BOX TRUCKS AND 1 TRACTOR: $ 138,604.00

RENTAL QUOTE PRESENTED TO:
Fort Worth ISD

For Dates: Aug 29 – Nov 17, 2025

Truck Models

26ft Box Truck
Kenworth T270, T280,
Ford F650

Day Cab Tractors
Tandem Axle T680, T880 units

Day Cab Tractors 1		26 Ft. Box Trucks	
Daily	*$150*	*Daily*	*$105*
Weekly	*$750*	*Weekly*	*$525*
Mileage	*$.15/mile*	*Mileage*	*$.14/mile*
Tech/Waste	*$5/$9*	*Tech/Waste*	*$5/$9*
Fixed Total	*$8,400*	*Fixed Total*	*$5,880*
Tech/Waste	*$812*	*Tech/Waste*	*$$784*
		Overall (excluding miles)	*$6,664 per box truck*
Total (x1)	*$9,212*		
(excludes miles)		*Total (x18)*	*$119,952*

MHC Truck Leasing
2951 Braswell Drive
Fort Worth, TX 76111

Billy Sanders
Rental Manager
C: (817)504-8415

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE 2025 TEXAS SUCCESS INITIATIVE ASSESSMENT 2.0 TESTING UNITS

BACKGROUND:

The Accuplacer Texas Success Initiative Assessment (TSIA2) is the result of the Texas Success Initiative (TSI) mandated by the Texas State Legislature. The assessment is designed to guide Texas public institutions of higher education in helping them determine whether students are ready for entry-level college coursework in the areas of English Language Arts Reading (ELAR) and Mathematics. Students are exempt from this assessment if they meet college readiness benchmarks on the SAT, ACT, STAAR English III, or STAAR Algebra II EOCs, or successfully complete the high school College Preparatory Course. The TSIA2 increases access to dual credit courses and meets the College, Career, and Military Readiness (CCMR) requirement from Texas Education Agency, testing students for TSIA2 is a crucial part of FWISD's approach to increasing postsecondary access for students. The requested units will allow universal testing for FWISD students upon completion of English 1 and Algebra 1.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve 2025 Texas Success Initiative Assessment 2.0 testing units
2. Decline to Approve 2025 Texas Success Initiative Assessment 2.0 testing units
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2025 Texas Success Initiative Assessment 2.0 testing units

FUNDING SOURCE:	***Additional Details***
Special Revenue	289-11-6339-TST

COST:

$295,000

VENDOR(S)/PROVIDER(S):

College Board/Accuplacer

PURCHASING MECHANISM:

Sole Source

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases available from only one source. A completed sole-source affidavit is attached. The recommended vendor is listed above.

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
Texas Academy of Biomedical Science
Young Men's Leadership Academy
World Languages Institute
TCC South Collegiate High School
I.M. Terrell Academy
Success High School
International Newcomers Academy

RATIONALE:

In an effort to increase access to postsecondary pathways and success, as well as provide competitive programming for students, we are testing every student that completes English 1 and Algebra 1. A qualifying score in English and Math not only provides the CCMR indicator for students, but it also allows them to take dual credit courses and earn college credit, as well as allows them to not take developmental courses in college. This purchase will allow us to increase student success by testing students universally in the 2025-2026 school year.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

CollegeBoard

Texas Success Initiative Assessment
TSIA 2.0 Order Form

Please complete electronically or write legibly in CAPITAL letters with blue/black ink.

Melissa Alexander-Blythe
Contact Person

/ /
MM/DD/YYYY (Date Needed)

melissa.alexanderbly@fwisd.org
Contact Email Address

972 971 7477
Contact Telephone Number

Payment Options

Order online within platform

Order by Email: **accuplacerorder@collegeboard.org.**

Email must include a signed Purchase Order.

Order by Phone (ATB Customers)
866-607-5223
(M–F 9:00 a.m.–5.30 p.m. ET)

Payment must be made by credit cards only.

Billing Information*:

Fort Worth ISD
Institution

Melissa Alexander-Blythe
Name

Job Title

melissa.alexanderbly@fwisd.org
Billing Email Address (to be used when sending/receiving invoices)

1050 Bridgewood Dr
Address

Fort Worth | TX | 76112
City | State | Zip

Purchase Order Number

Shipping Information: (if different from billing information)

Fort Worth ISD
Institution

Melissa Alexander-Blythe
Name

TSI (College Board/Accuplacer) INTERLOCAL

melissa.alexanderbly@fwisd.org
Shipping Email Address

7060 Camp Bowie Blvd
Address

Fort Worth | TX | 76116
City | State | Zip

Melissa Alexander Blythe
Submitted By

Method of Payment and Invoicing

☐ **Credit Card***

☒ **Signed Purchase Order****

Select preferred billing address (choose one):

☒ **Use order form billing address**

☐ **Use Purchase Order billing address**

* Credit card orders can be taken over the phone for ATB purchases **ONLY. Do not email your credit card information.**
** For non-Credit Card purchases, electronic billing invoices will be emailed to the Purchase Order email address unless otherwise indicated above.
A signed Purchase Order must accompany the signed order form.

TSIA 2 Test Units Minimum order 100 Units	System-Approved Price	Total Units Ordered	Total Cost
Test Units— See below for units required to administer TSIA 2 (Item # 200090562)	$1.75	168570	$294997.50

List the institution or site where the units should be added and/or where the COMPANION tests will be administered.
Institution ID or Site ID: 005354

Test	Units	Test	Units	Test	Units
TSIA 2 ELAR College Readiness Classification	1	ESL Listening	2.5	WritePlacer®	2
TSIA 2 Mathematics College Readiness Classification	1.14	ESL Reading Skills	1	WritePlacer ESL	2
TSIA 2 ELAR Diagnostic	1	ESL Sentence Meaning	1	Local Test	1
TSIA 2 Mathematics Diagnostic	1.14	ESL Language Use	1		

Price Quote

COMPANION™ Tests***

Paper and pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)

		Price	Quantity Ordered Form H/F	Quantity Ordered Form I/G	Total Cost
COMPANION **NONREUSABLE** Tests—Regular Print [1]					
TSIA 2 ELAR College Readiness Classification	Print using the COMPANION Online Paper Processing System on ACCUPLACER® Platform (Forms A and B)	**Unit(s) consumed per test upon scoring**			
TSIA 2 Mathematics College Readiness Classification					
TSIA 2 ELAR Diagnostic					
TSIA 2 Mathematics Diagnostic					
ESL — Reading Skills	Form H (Item # 140095758) Form I (Item # 140095759)	**$2.50**	0	0	$0.00
ESL — Sentence Meaning	Form H (Item # 140095774) Form I (Item # 140095775)	**$2.50**	0	0	$0.00
ESL — Language Use	Form H (Item # 140095766) Form I (Item # 140095767)	**$2.50**	0	0	$0.00
WritePlacer	Form F (Item # 100093506) Form G (Item # 100093507)	**$6.00**	0	0	$0.00
WritePlacer ESL	Form F (Item # 100093508) Form G (Item # 100093509)	**$6.00**	0	0	$0.00
COMPANION Special Format **REUSABLE** Tests — Large Print[1]					
TSIA 2 ELAR College Readiness Classification	Print using the COMPANION Online Paper Processing System on ACCUPLACER Platform (Forms A and B)	**Unit(s) consumed per test upon scoring**			
TSIA 2 Mathematics College Readiness Classification					
TSIA 2 ELAR Diagnostic					
TSIA 2 Mathematics Diagnostic					
ESL — Reading Skills	Form H (Item # 140095760) Form I (Item # 140095761)	**$15.00**	0	0	$0.00
ESL — Sentence Meaning	Form H (Item # 140095776) Form I (Item # 140095777)	**$15.00**	0	0	$0.00
ESL — Language Use	Form H (Item # 140095768) Form I (Item # 140095769)	**$15.00**	0	0	$0.00
WritePlacer (NONREUSABLE Test Booklet)	Form F (Item # 140095790) Form G (Item # 140095791)	**$15.00**	0	0	$0.00
WritePlacer ESL (NONREUSABLE Test Booklet)	Form F (Item # 140095792) Form G (Item # 140095793)	**$15.00**	0	0	$0.00

COMPANION Tests***

Paper and pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)

		Price	Quantity Ordered A/H/F	Quantity Ordered B/I/G	Total Cost
COMPANION Special Format **REUSABLE** Tests — Braille (TSIA 2 titles are in UEB. ESL titles and WritePlacer are EBAE) **Bundles include College Readiness Classification and Diagnostic tests.**					
TSIA 2 ELAR Bundle	Form A (Item # 200090656) Form B (Item # 200090657)	**$47.00**	0	0	$0.00
TSIA 2 Mathematics Bundle	Form A (Item # 200090660) Form B (Item # 200090661)	**$47.00**	0	0	$0.00
ESL — Reading Skills	Form H (Item # 140095762) Form I (Item # 140095763)	**$35.00**	0	0	$0.00
ESL — Sentence Meaning	Form H (Item # 140095778) Form I (Item # 140095779)	**$35.00**	0	0	$0.00
ESL — Language Use	Form H (Item # 140095770) Form I (Item # 140095771)	**$35.00**	0	0	$0.00
WritePlacer	Form F (Item # 160092605) Form G (Item # 160092606)	**$35.00**	0	0	$0.00
WritePlacer ESL	Form F (Item #160092609) Form G (Item # 160092610)	**$35.00**	0	0	$0.00

Price Quote

COMPANION Tests*** Paper and pencil test with two alternate forms. Please choose form and quantity. (Answer sheet sold separately.)		Price	Quantity Ordered Form A/H	Quantity Ordered Form B/I	Total Cost
COMPANION Special Format **REUSABLE** Tests — Compact Disc (*can be used as a supplement to either COMPANION Large Print or COMPANION Braille*) **Bundles include College Readiness Classification and Diagnostic tests.**					
TSIA 2 ELAR Bundle	Form A (Item # 200090658) Form B (Item # 200090659)	**$16.00**	0	0	$0.00
TSIA 2 Mathematics Bundle	Form A (Item # 200090662) Form B (Item # 200090663)	**$16.00**	0	0	$0.00
ESL — Reading Skills	Form H (Item # 140095764) Form I (Item # 140095765)	**$15.00**	0	0	$0.00
ESL — Sentence Meaning	Form H (Item # 140095780) Form I (Item # 140095781)	**$15.00**	0	0	$0.00
ESL — Language Use	Form H (Item # 140095772) Form I (Item # 140095773)	**$15.00**	0	0	$0.00

COMPANION Answer Sheets	Price	Quantity Ordered	Total Cost
COMPANION Answer Sheet for use with COMPANION ESL tests only. (Item # 140095794)	**$1.75**	0	$0.00
Student Privacy Policy form and **TSIA 2 COMPANION answer sheets** can be printed using the COMPANION Online Paper Processing System on the ACCUPLACER Platform.	**FREE**		

☐ **COMPANION Answer Key Overlay for ESL Tests (only 1 overlay will be shipped to each institution) Item: # 160090905**

Shipping Charges	Subtotal Amount	$0–$20	$20.01–$40	$40.01–$70	$70.01+	Allow 7–10 working days from receipt of order for delivery. Refer to the Shipping section under the Terms and Conditions page for information about expedited shipping costs, international orders, or orders containing 500 or more test booklets.
	Charge	$7.00	$8.00	$9.00	ADD 10% of total order	

[1] **COMPANION tests (Regular and Large Print formats), Reader Scripts, and answer sheets for use with the TSIA 2 COMPANION tests cannot be ordered and must be downloaded from the ACCUPLACER platform. Please review the COMPANION Paper Processing System (COPPS) section of the *COMPANION Administrator's Manual* for further instructions.**

*** Students who are administered TSIA 2 COMPANION tests should receive a copy of the COMPANION Student Privacy Policy, which can be downloaded from the ACCUPLACER platform.

COMPANION Order Total:	$294997.50
Shipping Total for COMPANION products:	$0.00
GRAND TOTAL:	$294997.50

Signed:

Mohammed Choudhury
Deputy Superintendent of Learning and Leading

Date:

Price Quote

Terms and Conditions

These Terms and Conditions attached to the Order Form govern the sale of TSIA 2 tests by College Board. These Terms and Conditions take precedence over any supplemental or conflicting terms and conditions of Purchaser (including, without limitation, on its Purchase Order). Purchaser's acceptance of the TSIA 2 tests from College Board shall be deemed to constitute acceptance of the terms and conditions contained in these Terms and Conditions.

Prices

- TSIA 2 test prices are as specified above in the Order Form.

Taxes; Payment

- All prices quoted are exclusive of, and Purchaser agrees to pay, any transportation costs, import duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Purchaser agrees to indemnify and hold College Board harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof.
- Payment may be made by check, signed Purchase Order or credit card (over the phone only for ATB customers).
- Make checks payable to: College Board.
- All fees must be paid within 30 days of the invoice date. In the event of default by Purchaser, College Board shall be entitled to costs, fees and expenses relating to collection of the default payment, including but not limited to attorneys' fees, court costs and fees, and collection costs.

Orders

- All orders are subject to acceptance by College Board. Orders may not be cancelled without College Board's written consent.
- ATB orders must be submitted separately and cannot be purchased online or in conjunction with non-ATB orders. ATB units are non-transferable. Transfer of units is not permitted between non-ATB accounts and ATB accounts.
- The minimum order of TSIA 2 test units (i.e., non-COMPANION orders) is 100 units (unless ordering units for ATB).

Shipping

- Shipping charges will be added to all paper and pencil test orders as specified in the Order Form.
- International orders may be shipped via US Postal Service, UPS International, or UPS Canada Standard. You will be charged as noted below:
  - US Postal Service - $48.00 per order flat fee
  - UPS International - $120.00 per order flat fee to all destinations
  - UPS Canada Standard - $20.00 per order flat fee
  - Orders shipped to Army Post Office (APO) and Fleet Post Office (FPO) addresses are sent via the U.S. Postal Service. Ground domestic shipping charges apply.

  For more information, see: **https://pages.collegeboard.org/store-help/international-orders**
- Please allow at least 2 weeks from receipt of order for domestic delivery via UPS regular ground.
- If you request a faster method of shipping, an additional cost will be added. For more information regarding the cost, see: **https://support.collegeboard.org/store-help/shipping-handling.**
- For orders containing 500 or more test booklets, call 866-607-5223 for postage. Please allow 2-3 business days from request for postage calculation.
- College Board is not liable for delays in delivery or for failure to perform due to cause beyond the reasonable control of College Board.

Refunds and Exchanges

- No refunds for purchased products.
- TSIA 2 and COMPANION paper and pencil products may be exchanged for online unit if (i) returned within 30 days of ship date. The online unit rate will be used for the exchange and (ii) the items are in new condition and in the original packaging.
- Customers are responsible for all exchange shipping costs.
- Customer Service will provide instructions for an exchange.
- Collect on Delivery (COD) shipments will not be accepted.

Other Provisions

1. **General.**
   a. Client agrees to comply with the TSIA 2 Program Manual available on the ACCUPLACER website [**https://secure-media.collegeboard.org/digitalServices/pdf/accuplacer/accuplacer-program-manual.pdf**] (the "Program Manual") and ACCUPLACER System Software License and Use Agreement (**https://accuplacer.collegeboard.org/accuplacer/pdf/software-license-agreement.pdf**) for the administration of the TSIA 2 Tests, both the Program Manual and Software License (the "Software License") are incorporated herein by reference.
   b. Other than TSIA 2 and COMPANION Special Format tests that are reusable, test materials may not be copied or reproduced in whole or in part, transferred to any other party, or used for any other purpose.
   c. Except during test administration, test materials must be kept in a secure, locked storage**.**
   d. College Board may, with prior notice (email to suffice), expire test units if Client does not use the test units for 3 years or more.
2. **License.** College Board hereby grants to Client and proctors and administrative users (collectively, "Users") a limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the ACCUPLACER System solely for its intended purpose, including, without limitation, to enable administration, scoring, and reporting of TSIA 2 tests in accordance with the Software License.
3. **Client Obligations.**
   a. Client agrees to use and ensures that each of its Users and test takers will use the ACCUPLACER System in compliance with this Agreement, the TSIA 2 Program Manual and Software Agreement as set forth above, and all federal, state and local laws and regulations.
   b. To the extent applicable, Client shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. s. 1232g, and its implementing regulations, 34 C.F.R. pt. 99 ("FERPA") in connection with administering the TSIA 2 tests. Client shall obtain any and all consents necessary for test takers to participate in TSIA 2, and Client shall include in its annual notification of rights under FERPA criteria that support the designation of College Board and its employees as school officials with legitimate educational interests. Client authorizes College Board to use personally identifiable, non-directory information to conduct studies with the purpose of improving instruction for TSIA 2 in accordance with 34 C.F.R. 99.31(a)(6)(i).
   c. Client agrees to control the access of its Users to the ACCUPLACER System and will immediately revoke such access if any User ceases to be employed by the Client or is no longer appropriately authorized to access the system. College Board will not be liable in the event of access to the ACCUPLACER System by such individuals.
   d. In case Client chooses to provide test takers with the option to test virtually using an ACCUPLACER-approved virtual remote proctoring company, Client acknowledges and agrees that such service will be provided solely by such remote proctoring company pursuant to an agreement with Client without any involvement of College Board.
   e. Client shall be responsible for all acts or omissions of Users.
   f. To the extent permitted by applicable law, Client waives all claims against, acquits and forever releases, and agrees to indemnify, defend and hold harmless, College Board, its officer(s), trustee(s), employee(s), contractor(s), and representative(s) from any losses, damages, liabilities, claims, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and litigation expenses) in connection with (i) Client's use of remote proctoring services and/or (ii) Users (iii) Client's negligence or failure to comply with the terms of this Agreement.
4. **Test Taker Data Retention, and Privacy.** Client shall establish and maintain a process to export test taker data from the ACCUPLACER System on a schedule to be determined by Client. Test taker data is stored in the ACCUPLACER system for a period of 5 years. Client must retain COMPANION™ answer sheets for 5 years. Client agrees to make regular backups and agrees to release College Board from any obligations to store or liability arising from any loss of test taker or test data. To perform services for Client, College Board will receive information that is provided by Client and test takers. Client has designated as "directory information" for purposes of FERPA, a student's name, address, phone number, email, date of birth, and the other items specifically identified as directory information in 34 C.F.R. 99.3. To the extent that the test taker data or other personally identifiable information from education records of students disclosed by Client to College Board includes information other than directory information, for purposes of FERPA College Board and its employees and independent contractors are "school officials" whom Client has determined to have "legitimate educational interests", and Client may disclose such non-directory information to the College Board consistent with FERPA and other applicable law and policy. College Board may use and redisclose test taker data it in accordance with the ACCUPLACER Privacy Policy, available at **https://accuplacer.collegeboard.org/accuplacer/pdf/student-privacy-policy.pdf**. Nothing in this Agreement is intended to diminish or interfere with test taker rights in their test scores, including their rights to retain and use their test scores and direct College Board to share their test scores. College Board may use and disclose deidentified and/or aggregated test taker data, including without limitation to improve and demonstrate the effectiveness of the ACCUPLACER System, for internal research purposes, and to external researchers.

   College Board agrees that all test taker records will be encrypted in transmission and storage where technically feasible and when designed as being appropriate by College Board. If not, other security controls may be implemented to reduce risk, mitigate risk, or otherwise protect the data as determined solely by College Board.

Price Quote

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF MARIACHI TRAJES (UNIFORMS)

BACKGROUND:

The procurement of new mariachi trajes is essential to replace aging or unusable uniforms across existing secondary programs, while also outfitting newly established mariachi ensembles in the district. The Visual & Performing Arts Department conducted a comprehensive inventory review, assessing the condition and quantity of current trajes and gathering input from program directors to identify campus-specific needs. The recommended purchase details are outlined in the accompanying document.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Purchase of Mariachi Trajes (Uniforms)
2. Decline to Approve Purchase of Mariachi Trajes (Uniforms)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Mariachi Trajes (Uniforms)

FUNDING SOURCE:	***Additional Details***
TRE	198-11-6399-838

COST:

$79,985.00

VENDOR(S)/PROVIDER(S):

Delgado Guitars
DeMoulin Brothers and Company
Mariachi Center

PURCHASING MECHANISM:

Competitive Solicitation

RFP 25-052 – Mariachi Traje Uniforms and Accessories

The above bid/proposal has been evaluated in accordance with the Texas Education Code Section 44.031. The vendors listed above have been selected to support this purchase.

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

Amon Carter Riverside High School
R.L Paschal high School

RATIONALE:

This item is for the replacement of aging trajes (traditional Mariachi uniforms). Since 2015, instrumental music programs have followed a designated rotation schedule for uniform replacement. The recommended vendors for this purchase are well-established, reputable companies. The projected lifespan for these trajes is approximately 7–8 years.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO A CONTRACT FOR ASBESTOS ABATEMENT SERVICES FOR WEDGWOOD MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Sampling work necessary to identify hazardous materials and prepare abatement design documents has been performed at Wedgwood Middle School. It has been confirmed that there is hazardous material that will need abating prior to construction commencing. The District is requesting Board authorization to enter into a contract for asbestos abatement services for Wedgwood Middle School.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into a Contract for Asbestos Abatement Services for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into a Contract for Asbestos Abatement Services for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into a Contract for Asbestos Abatement Services for Wedgwood Middle School in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-060

COST:

Not to Exceed $297,775.28

VENDOR(S)/PROVIDER(S):

AADVAL Inc.

PURCHASING MECHANISM:

Cooperative Agreement

EPCNT Richardson ISD RFP 23-267 Asbestos Abatement Contractors

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

Capital Improvement Program
TEA #060 Wedgwood Middle School

RATIONALE:

Asbestos Abatement Services are necessary to support the 2021 Capital Improvement Program. Authorizing the Capital Improvement Program to enter into contract for this service will enable vital phases to be completed prior to commencement of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE REFRIGERATION EQUIPMENT

BACKGROUND:

Child Nutrition Services (CNS) issued a request for a formal proposal (RFP) to provide cold refrigeration kitchen equipment for campuses throughout the district. The RFP includes purchasing cold refrigeration kitchen equipment, installing the equipment, and removing the old equipment to transport it to the CNS warehouse.

Ten companies responded to the Request for Proposal. The evaluation committee, comprised of three FWISD employees, reviewed RFP proposals from each vendor. The three evaluation committee members conducted independent reviews of each vendor's submissions and "graded" the submissions on preset criteria included in the RFP. The ten companies that responded to the RFP are listed below in alphabetical order:

1. Ace Mart Restaurant Supply
2. Colden Hot
3. Culinary Depot
4. Douglas equipment
5. JEANS Restaurant Supply
6. Mission Restaurant Supply
7. Pasco Brokerage Inc
8. Shepherd Food Equipment
9. Supreme Fixture
10. UT Contractors LLC

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Refrigeration Equipment
2. Decline to Approve Refrigeration Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Refrigeration Equipment

FUNDING SOURCE:	***Additional Details***
Special Revenue	240-35-6399-866- ($576,014.69)
Special Revenue	240-35-6639-866- ($119,314.10)

COST:

$695,328.79

VENDOR(S)/PROVIDER(S):

Ace Mart Restaurant Supply

PURCHASING MECHANISM:

Competitive Solicitation

Bid Number: 25-055 Kitchen Refrigeration Units

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

District-Wide Kitchens

RATIONALE:

The Child Nutrition Services of the Fort Worth Independent School District (FWISD) is responsible for the preparation and provision of nutritious meals for students.

The Fort Worth Independent School District (FWISD) Child Nutrition Services Department is dedicated to enhancing food safety and quality within its child nutrition program. To achieve this, we are undertaking significant upgrades to outdated refrigeration systems. This initiative includes the replacement of milk boxes and beverage merchandisers, as well as increasing the quantity of reach-in coolers and freezers. These upgrades are necessary due to the frequent breakdowns, inadequate temperature control, and limited storage capacity of the current equipment. Ensuring reliable refrigeration is vital for meeting the program's growing needs and complying with health regulations.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE RENTAL OF CUSTODIAL SUPPLIES

BACKGROUND:

Custodial Services is seeking authorization for the rental of custodial supplies from the vendor listed below. The scheduled rental service includes providing dust mops, collecting soiled ones, and facilitating the use of clean and sanitized products for floor care throughout the District. The Department is requesting approval for a budget not to exceed $160,160 based on previous annual calculations of district expenditures.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Rental of Custodial Supplies
2. Decline to Approve Rental of Custodial Supplies
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Rental of Custodial Supplies

FUNDING SOURCE:	***Additional Details***
General Fund	199-51-6267-453

COST:

$160,160

VENDOR(S)/PROVIDER(S):

Vestis Services/ Aramark Uniform Services

PURCHASING MECHANISM:

Cooperative Agreement

Sourcewell Contract #011124-VST

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

Districtwide
Operations

RATIONALE:

Approving the not to exceed amount for the rental of custodial supplies will help ensure that Custodial Services has clean products for use in the 2025-2026 fiscal year.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE AGREEMENT WITH THE UNIVERSITY UNITED METHODIST CHURCH FOR PARKING FOR PASCHAL HIGH SCHOOL**

BACKGROUND:

Facility Planning is seeking approval to enter into a lease agreement with the University United Methodist Church ("Church") for the use of its parking lot. This lot will provide parking access for visitors, staff, and students, with overflow parking available as noted within the parameters indicated in the contract. The parking area is located immediately across from the main entrance of Paschal High School. Thirty-two parking spaces will be provided. The initial term of this five-year agreement will start on September 1, 2025, and end on August 31, 2030. The agreement includes the option to renew for five additional one-year terms, subject to mutual written consent. The annual payment will be $24,000, totaling $120,000 over the five-year period.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Agreement with the University United Methodist Church for Parking for Paschal High School
2. Decline to Approve Agreement with the University United Methodist Church for Parking for Paschal High School
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Agreement with the University United Methodist Church for Parking for Paschal High School

FUNDING SOURCE:	***Additional Details***
General Fund	199-51-6269-844

COST:

$120,000

VENDOR(S)/PROVIDER(S):

University United Methodist Church

PURCHASING MECHANISM:

Real Estate

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

District Operations
Paschal High School

RATIONALE:

With Paschal High School's large student population and with the frequent visits of stakeholders and visitors, parking spaces have become limited. This agreement will continue providing the school campus with additional parking spaces for overflow parking during school hours.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

Lease Agreement Between
The University United Methodist Church and
The Fort Worth Independent School District

This Lease Agreement ("Agreement") is entered into between the University United Methodist Church ("UUMC") and the Fort Worth Independent School District, a political subdivision of the state of Texas and a legally constituted independent school district ("FWISD"). FWISD and UUMC may be collectively referred to as "Parties" or individually as "Party". The Parties agree, as follows:

Article I
Definitions

1.1 Leased Premises. The phrase "Leased Premises" will mean the surface parking owned by UUMC and located at 2416 W. Berry Street, Fort Worth, Texas 76110. The term "Leased Premises" does not include any improvements on the property other than the parking area itself.

1.2 Lease Term. The phrase "Lease Term" will mean the primary term hereinafter stated.

1.3 Lease. The term "Lease" will mean this Agreement and all amendments thereto hereinafter entered into.

Article II
Grant of Lease

2.1 Grant of Lease. In consideration of the mutual covenants contained in this Lease, UUMC hereby leases to FWISD the Leased Premises together with all rights appurtenant and existing means of access to and from, and all ways over the adjoining and surrounding area, including streets, alleys, and other public spaces immediately adjoining and contiguous to the Leased Premises, and all of Lessor's easements and rights appurtenant to and/or used in connection with the Leased Premises. UUMC will provide FWISD with access to, and use of, 32 parking spaces per month as described herein, in the Church Lot.

2.2 Title and Condition. The Leased Premises are leased subject to the existing state of title thereof as of the date of this Lease; to all encroachments thereon or over any street or adjoining property; to any state of facts which an accurate survey or physical inspection thereof might show; to all zoning regulations, restrictions, rules, and ordinances, and all laws and regulations now in effect or hereafter adopted by any governmental authority having or acquiring jurisdiction.

Article III
Term

3.1 Primary Term. Subject to the provisions of this Lease and termination rights of the Parties hereto, this Agreement will remain in effect from September 1, 2025, through August 31, 2030. This Lease may be renewed for up to five (5) additional one (1) year terms by mutual written agreement.

3.2 Timeframe of Lease. UUMC agrees to lease the Leased Premises to FWISD from Monday through Friday during the school hours of 7 am - 4 pm. UUMC will have the ability to use the lot on a school day with a minimum of a three (3) day notice, no more than five (5) times a year, so that UUMC can accommodate large events on a weekday.

3.3 Saturday Use. A yearly schedule of Saturday calendar items, such as the Scholastic Aptitude Test ("SAT") exam days, should be submitted by the campus principal to the church's business administrator on an annual basis for approval. The business administrator will be responsible for sending approval to the campus principal for all dates submitted on the calendar within two (2) weeks of the calendar being submitted. The campus principal has the ability to ask for additional Saturdays (after approval of the calendar) provided that there is at least a one (1) week advance notice. The church must respond within forty-eight (48) business hours (M-F) to the request.

3.4 Applicable Year. For each applicable year, UUMC will provide the 32 parking spaces from the Church Lot from September 1 through August 31.

3.5 Prohibited Use Days. The Church Lot may not be used by FWISD during Texas Christian University Football home game days. A calendar of these days will be provided to FWISD on an annual basis at the beginning of each term.

3.6 Use of Leased Premises. Use of the Leased Premises by FWISD will be limited to FWISD visitors and staff. The Leased Premises will not be utilized by FWISD students.

Article IV
Payment Obligation

4.1 Compensation. FWISD will pay UUMC $24,000 per year for the period of September 1 through August 31.

Article V
Maintenance of Leased Premises

5.1 Maintenance by Lessor. In partial consideration of this Agreement, UUMC agrees and shall, at UUMC's sole expense, maintain the Leased Premises in good condition for the remainder of the Lease Term. Except as otherwise provided in this Agreement, UUMC shall maintain, repair, and replace, as UUMC deems reasonably necessary, the Leased Premises. UUMC shall maintain and repair the Leased Premises in the manner and to the extent reasonably deemed by UUMC to be standard for a parking lot of similar class, size, age, and location. UUMC shall be responsible for all costs of any current repairs needed on the Leased Premises and for any costs associated with maintaining the Leased Premises. In the event that the Leased Premises should become in need of repairs required to be made by UUMC hereunder, FWISD shall give prompt written notice thereof to UUMC, and UUMC shall commence repairs within thirty (30) days. In fulfilling its obligations hereunder, UUMC will not interfere with FWISD's right to use and enjoyment of the Leased Premises during any of the designated times of use. If the Leased Premises are damaged by FWISD, other than through ordinary wear and tear attributable to the use of the Leased Premises, FWISD will cover the reasonable cost of repairs to the Leased Premises.

Article VI
Assignment

6.1 Assignment by UUMC. UUMC may at any time convey, assign, or encumber the Leased Premises and/or UUMC's rights under this Agreement. In the event of any such conveyance or assignment (other than a conveyance or assignment as collateral security for an indebtedness), UUMC will be completely relieved from all obligations placed on UUMC by this Agreement effective the date of such conveyance or assignment. However, UUMC will be so relieved only if (and when) FWISD is furnished with an instrument in writing signed by such grantee or assignee and providing for the assumptions by such grantee or assignee of all the provisions of this Lease.

6.2 Assignment by FWISD. FWISD may assign FWISD's rights under this Agreement to a third party with the prior written approval of UUMC.

Article VII
Termination and Default

7.1 Termination and Expiration. Either Party may terminate this Agreement for any or no reason upon one hundred and eighty (180) days' written notice to the other Party.

7.2 Loss of Funding and Commitment of Current Revenue. Termination of this Agreement under this paragraph is to be considered Termination for Non-Appropriation of Funds. FWISD will have the continuing right to terminate this Agreement at the end of each fiscal year or end of the special revenue fund or grant during the term of the Agreement, without FWISD incurring any liability to UUMC as a result of such termination, including early termination charges. If FWISD terminates this Agreement pursuant to this paragraph, UUMC will have the right to collect and retain payment for rental charges through the termination date, but will not be entitled to any early termination charges.

Article VIII
Insurance/Casualty

8.1 UUMC's Insurance. UUMC must, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the State of Texas, with a general Best's rating of "A" or better according to the A.M. Best Rating Guide and acceptable to the FWISD, General Liability Insurance for bodily injury and property damage on an occurrence basis with coverage based as outlined below:

Bodily Injury	$500,000.00 combined single limits
Property Damage	$1,000,000.00 aggregate

The policy must also be written as a primary policy that does not require contribution from any policies that may be carried by FWISD. FWISD must be named as an additional insured.

8.2 Casualty. If all or any part of the Leased Premises is damaged by fire or other casualty, FWISD shall immediately notify UUMC in writing. Unless the Lease is terminated as

7060 Camp Bowie Blvd.
Fort Worth, Texas 76116

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 UUMC:

University United Methodist Church
2416 W. Berry St.
Fort Worth, TX 76110

11.2 Governmental Immunity. Nothing herein shall constitute a waiver of the FWISD's immunities, if applicable under state law.

11.3 Waiver. The waiver by FWISD or UUMC of any provision of this Agreement may not be deemed to be a waiver of any other provision.

11.3. Entire Agreement and Amendments. The terms and provisions stated in the Agreement shall continue to govern the rights and obligations of UUMC and FWISD with respect to the matters that are the subject of the Agreement; and all provisions and covenants of the Agreement are and shall remain in full force and effect as stated therein, except to the extent specifically amended by the Parties. This Agreement constitutes the entire agreement between FWISD and UUMC, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or other understandings, either oral or written, between them concerning the Leased Premises other than those herein set forth. No subsequent alternation, amendment, change, deletion, or addition to this Agreement will be binding upon either Party unless in writing signed by both Parties.

11.4 No Joint Venture. Nothing herein contained will be deemed to constitute FWISD a partner of UUMC in the conduct of FWISD's business or joint venturer a member of a joint enterprise with FWISD.

11.5 Severability. In case any provision hereof will, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability must not affect any other provision hereof, and this Agreement must be construed as if such invalid or unenforceable provision had not been included herein.

11.6 Captions. The captions of paragraphs in this Agreement are for convenience only and must not be considered or referred to in resolving questions of interpretation or construction.

11.7 Place of Performance. The duties and obligations herein contained are performable in Fort Worth, Tarrant County, Texas.

11.8 Binding Effect; Governing Law. This Agreement inures to the benefit of and shall be

hereafter provided, if the Leased Premises shall be damaged or destroyed in whole or in any part by fire, or other casualty, UUMC shall at its own cost and expense promptly repair and restore the Leased Premises, including any improvements to substantially the same condition as existed immediately prior to such damage or destruction. If the insurance proceeds received by UUMC are insufficient to pay the full cost of repair or restoration, UUMC shall pay the deficiency.

Article IX
Indemnification

9.1 **Indemnification. To the extent allowed by applicable law, UUMC agrees to pay, and to protect, defend, indemnify and hold harmless FWISD and its trustees, officers, directors, officials, contractors, volunteers, employees, successors, and assignees ("Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses, including all reasonable attorneys' fees and expenses, causes of action, suits, claims, demands or judgments of any nature (herein collectively called "Damages") whatsoever arising from: (i) any injury to, or the death of, any person or damage to property on Leased Premises prior to or during the Lease Term arising from the negligent acts or willful misconduct of UUMC; (ii) any violation by UUMC of any agreement or condition of this Agreement; or (iii) any violation by UUMC of any legal requirement; provided, however, the foregoing indemnity shall not apply with respect to claims arising from the negligent acts or willful misconduct of FWISD or any Indemnified Party.**

9.2 Limitation of Liability. UUMC's total liability to FWISD, except for any willful misconduct or gross negligence of UUMC, its employees, or agents, shall be limited to the amount of fees paid by FWISD to UUMC during the term of this Lease.

Article X
Condemnation

10.1 If the whole of the Leased Premises shall be taken by eminent domain or sold under threat of eminent domain, then this Agreement shall terminate as of the date title is taken or transferred, and any rent paid for any portion of the term beyond the date of condemnation shall be repaid to FWISD.

Article XI
Miscellaneous Provisions

11.1 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 must be in writing and must be deemed to have been duly given or served when delivered by delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To FWISD:

Fort Worth Independent School District
Deputy Superintendent - Operations

binding upon UUMC and FWISD and their respective successors and permitted assigns. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Texas.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.

EXECUTED effective at of the___ day of _____, 2025.

Fort Worth Independent School District

By: _____ Kellie Spencer

Title: _____ Deputy Superintendent

Date: _____ 06/25/2025

AA
AA

University United Methodist Church

By: John Jackson

Title: Chairman Board of Trustees

Date: June 22, 2025

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE CONTRACTED SERVICES FOR TESTING AND REPAIRS TO DISTRICT FACILITY BACKFLOW PREVENTERS

BACKGROUND:

Maintenance services seek approval for contracted testing and repairs of District Facility Backflow Preventers. Repairs will be on an as needed basis in case of device failure; otherwise, annual testing is required at all District sites. Fort Worth mandates testing of all backflow protection assemblies on commercial properties to prevent drinking water contamination. Backflow preventers are vital for health and safety, and the Fort Worth Independent School District (FWISD) facilities are equipped with these units. Approval is sought to continue these services for the 2025-2026 fiscal year.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Contracted Services for Testing and Repairs to District Facility Backflow Preventers
2. Decline to Approve Contracted Services for Testing and Repairs to District Facility Backflow Preventers
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Contracted Services for Testing and Repairs to District Facility Backflow Preventers

FUNDING SOURCE:	***Additional Details***
General Fund	199-51-6249-451

COST:

Not to Exceed $310,000

VENDOR(S)/PROVIDER(S):

Mr. Backflow LLC, DBA 1-A Fire & Domestic Testing/ 1-A Services

PURCHASING MECHANISM:

Competitive Solicitation

RFP 22-136

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

District Operations

RATIONALE:

The City of Fort Worth spends millions of dollars to purify and treat water before it is delivered to the consumer. The City of Fort Worth also expends great effort protecting the water from the possibilities of contamination or pollution while it flows through the distribution system. Water distribution systems are designed for one-way water flow, from the distribution system to the consumer. However, hydraulic conditions within the system may deviate from the “normal” conditions, causing water to flow in the opposite direction in unprotected systems, this is called backflow. As a condition of water service, city ordinances require all customers to install, maintain, and operate their piping and plumbing systems in accordance with the city’s Plumbing Code and its Environmental Protection and Compliance Ordinance No. 12274.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

Scope of Work

Backflow Testing Services
Fort Worth Independent School District
2025–2026 School Year

1. Objective

The objective of this scope is to outline the services required for the annual testing of backflow prevention devices across the Fort Worth Independent School District (FWISD) for the 2025–2026 school year, ensuring compliance with all applicable city and state regulations.

2. Services to be Provided

- Perform **annual testing** on all designated backflow prevention devices throughout FWISD facilities.
- Submit all testing reports and certifications to the **City of Fort Worth** as required.
- Provide copies of test results and certifications to FWISD maintenance staff or designated personnel.
- Notify FWISD of any failed devices immediately and provide recommendations for necessary repairs or replacements.
- Include all necessary paperwork, documentation, and associated administrative tasks in the service.

3. Pricing

- **Cost per Backflow Preventer Test**: $70.00
  - **Testing Fee**: $50.00
  - **City of Fort Worth Filing Fee**: $20.00
- The total cost for services shall **not exceed $70,000.00** for the 2025–2026 school year.

4. Terms and Conditions

- All work will comply with the City of Fort Worth ordinances and the Texas Commission on Environmental Quality (TCEQ) regulations.
- Testing technicians must be licensed and certified as required by state and local authorities.
- Testing will be scheduled to minimize disruptions to school operations and coordinated with FWISD maintenance personnel.
- Invoicing will be based on the number of devices tested and submitted monthly.

- Any repairs required for failed devices will be quoted separately and are not included in the base testing fee.

5. Timeline

- Services to commence at the beginning of the 2025–2026 school year.
- All testing must be completed by a mutually agreed-upon deadline, ensuring timely compliance with city reporting requirements.

Exhibit B-Deliverables

Fort Worth ISD Backflow Repairs and Replacement

Scope of Work — 2025–2026 School Year

Backflow Repairs and Replacements

Fort Worth Independent School District

Overview

1-A Services will provide comprehensive backflow repairs and replacement services for Fort Worth ISD during the 2025–2026 school year.

Services Provided

1. **Testing and Quoting:**
   Following scheduled backflow testing, we will promptly provide quotes for any devices that fail inspection. Each quote will include a detailed breakdown of all necessary materials and labor for the required repairs or replacement.
2. **Approval and Coordination:**
   Upon quote approval, our office will coordinate with the designated Fort Worth ISD representative to schedule and complete the backflow repairs or replacements efficiently and within the agreed timeline.

Cost Commitment

- The total cost for backflow repair and replacement services for the 2025–2026 school year will **not exceed $240,000**.

Additional Notes

- All work will be performed by licensed and qualified technicians.
- 1-A Services is committed to timely communication and minimal disruption to Fort Worth ISD operations.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE ANNUAL PURCHASE OF SUPPORT AND MAINTENANCE FOR NETWORK LOAD BALANCING EQUIPMENT**

BACKGROUND:

The solution provides distributed access assurance for network resources. This solution ensures that no single system bears too much demand so that authorized users are not waiting in queue to access district applications. In addition, the extended service agreement provides technical support for this hardware for planned maintenance, software upgrades, and assistance in resolving any issues. The service is for the following dates; 8/29/25-8/28/26.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Annual Purchase of Support and Maintenance for Network Load Balancing Equipment
2. Decline to Approve Annual Purchase of Support and Maintenance for Network Load Balancing Equipment
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Annual Purchase of Support and Maintenance for Network Load Balancing Equipment

FUNDING SOURCE:	***Additional Details***
General Fund	199-53-6249-423

COST:

$69,780.80

VENDOR(S)/PROVIDER(S):

Netsync Network Solutions

PURCHASING MECHANISM:

Cooperative Agreement
DIR-CPO-5362

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

District-Wide

RATIONALE:

Ensuring the District has high availability between two (2) data centers will improve operational effectiveness and efficiency.

INFORMATION SOURCE:

Neil Bolton, Senior Officer, IT Security

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

QUOTE

AAAQ453208-04

Quote #:	AAAQ453208-04
Date:	05/21/2025
Valid for:	8/28/25

Customer	Inside Sales	Account Manager
Fort Worth Independent School District laura.mathews@fwisd.org 817.814.3055	Quan Tran qtran@netsync.com (m) 469-315-8505	Arcangelo Fanelli afanelli@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) | SN: f5-ypyw-ghyq	1	17,445.20	17,445.20
2.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) | SN: f5-qall-omvt	1	17,445.20	17,445.20
3.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) | SN: f5-gdnp-hgnx	1	17,445.20	17,445.20
4.0	F5-SVC-BIG-PRE-L1-3	BIG-IP Service: Premium (Level 1-3) | SN: f5-bmhk-brab	1	17,445.20	17,445.20
5.0	TARIFF-AAAQ453208-04	The TARIFF cost if applicable from the manufacturer for the hardware portion will be calculated and incorporated into the invoice.	1	0.00	0.00

Notes: 340000721-175072-01

BUDGETARY F5 RENEWAL 8/29/25 - 8/28/26

CS DIR-CPO-5362 | DIR-CPO-5362

Total	69,780.80
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**69,780.80**

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: **APPROVE SUBSCRIPTION PURCHASE OF DISASTER RECOVERY MANAGED SERVICES**

BACKGROUND:

The Disaster Recovery / Business Continuity Services maintain Fort Worth ISD ERP, and all district's essential data backed up to the software, ensuring rapid recovery of services in the event of a disaster, ransomware attack, or any other disruptions. This is to renew the services from October 1, 2025, to September 30, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Subscription Purchase Of Disaster Recovery Managed Services
2. Decline to Approve Subscription Purchase Of Disaster Recovery Managed Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Subscription Purchase Of Disaster Recovery Managed Services

FUNDING SOURCE:	***Additional Details***
General Fund	199-53-6399-900

COST:

$158,700

VENDOR(S)/PROVIDER(S):

Cloud Unity LLC

PURCHASING MECHANISM:

Cooperative Agreement
210101 - TIPS USA
21-091-C Technology-Product Materials, Services, and Equipment
Expires: June 30, 2026

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

District-Wide

RATIONALE:

The Cloud-based Disaster Recovery Service provides an additional backup service for the district's ERP Systems.

INFORMATION SOURCE:

Neil Bolton, Senior Officer, IT Security

Cloud Unity
6160 Warren Pkwy Ste 100
Frisco, TX 75034
info@cloudunity.com
www.cloudunity.com

QUOTE

ADDRESS
Fort Worth Independent School District
Administration Bldg.
Technology Dept.
7060 Camp Bowie West Blvd.,
Ste. L1060
Fort Worth TX 76116

QUOTE # 410
DATE 02/10/2025
EXPIRATION DATE 09/30/2025

PRODUCT/SERVICES	DESCRIPTION	QTY	RATE	AMOUNT
Managed Services	Months of October 1, 2025 - September 30, 2026 Disaster Recovery / Business Continuity Managed Services - (Troubleshooting and Correction of Daily DR Replication Failures, VMware to Azure Configuration Server Updates/Patching and Monthly Reporting). Bi-Annual (Mid-Year) Testing of Cloud Failover and Failback with ERP Application Owners)-Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting. Bi-Annual (End of School Year) Testing of Cloud Failover and Failback with ERP Application Owners) - Documentation of ERP business continuity plan with failover timestamps and screenshots for reporting. Veeam Backup Redirection to Azure with Archive Policies for Retention	1	158,700.00	158,700.00

Vendor #: 29405

TOTAL **$158,700.00**

Primary Procurement Method:
21-091-C Technology-Product Materials, Services, and Equipment.FWISD Award.
Expires: June 30, 2026

Secondary Procurement Method: 210101 - TIPS USA,
Expires: May 31, 2026

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF TECHNOLOGY DIGITAL WORKFLOW, TICKETING AND ASSET MANAGEMENT SYSTEM

BACKGROUND:

The Service Now Management System is used to capture incoming telephone calls and incident tickets input by technical field staff and District staff who input tickets through the self-service portal. The platform is used for IT Asset Management to centrally manage District assets throughout the district. The term for this renewal is from August 1, 2025 – July 31, 2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Technology Digital Workflow, Ticketing and Asset Management System.
2. Decline to Approve Purchase of Technology Digital Workflow, Ticketing and Asset Management System.
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Technology Digital Workflow, Ticketing and Asset Management System.

FUNDING SOURCE:	***Additional Details***
General Fund	199-53-6399-900

COST:

$246,461.88

VENDOR(S)/PROVIDER(S):

Carahsoft Technology Corp.

PURCHASING MECHANISM:

Cooperative Agreement
DIR-CPO-5175

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

District-Wide

RATIONALE:

This purchase will continue to enable the Technology Department to capture incident tickets while enabling automated discovery of assets on the district network.

INFORMATION SOURCE:

Neil Bolton, Senior Officer, IT Security

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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carahsoft.

TO: Neil Bolton
Senior Technology Officer
Fort Worth ISD
7060 Camp Bowie Blvd
Fort Worth, TX 76116 USA

EMAIL: neil.bolton@fwisd.org

PHONE: (817) 814-3000

FROM: Benjamin Custer
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Benjamin.Custer@carahsoft.com

PHONE: (703) 581-6660

TERMS: DIR Contract No. DIR-CPO-5175
Expiration Date: July 24, 2029
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Texas VID#: 1522189693700
Sales Tax May Apply

QUOTE NO:	51566846
QUOTE DATE:	08/01/2024
QUOTE EXPIRES:	07/31/2025
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	[redacted]
TOTAL QUOTE:	[redacted]

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
		DUE AT SIGNING					
1	ServiceNow	IT Service Management Professional v3 - Included Student Fulfiller (Monthly) ServiceNow - PROD20328 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	43	[redacted]
2	ServiceNow	ServiceNow® Agile Team - Module (Priced Monthly, 1 Year Term) ServiceNow - PROD12492 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	1	[redacted]
3	ServiceNow	ServiceNow® Document Intelligence Starter - 5K Document Intelligence Pages (Priced Monthly 1 Year Term) ServiceNow - PROD18383 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	1	[redacted]
4	ServiceNow	IT Service Management Professional - Fulfiller User v3 ServiceNow - PROD17256 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	86	[redacted]
5	ServiceNow	ServiceNow® Additional Non-Production Instance - US Data Center (Priced Monthly, 1 Year Term) ServiceNow - PROD00065 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	1	[redacted]
6	ServiceNow	Customer Service Management Professional - Included Student Fulfiller User v7 ServiceNow - PROD19850 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	10	[redacted]
7	ServiceNow	ServiceNow® IT Operations Management Visibility v2 - Subscription Unit (Priced Monthly, 1 Year Term) ServiceNow - PROD14997 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	500	[redacted]

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

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LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE		QTY	EXTENDED PRICE
8	ServiceNow	ServiceNow Business Stakeholder User v4 (Priced Monthly, 1 Year Term) ServiceNow - PROD17800 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	10	[redacted]
9	ServiceNow	ServiceNow® Customer Service Management Professional - Fulfiller User v7 (Priced Monthly 1 Year Term) ServiceNow - PROD19279 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	20	[redacted]
10	ServiceNow	ServiceNow® AI Search Starter - Documents (Priced Monthly, 1 Year Term) ServiceNow - PROD15338 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	1	[redacted]
11	ServiceNow	Workflow Data Fabric Standard – Unattended Robot ServiceNow - PROD24512 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	1	[redacted]
12	ServiceNow	API Management for Workflow Data Fabric - Application ServiceNow - PROD24560 Start Date: 08/01/2025 End Date: 07/31/2026	[redacted]	[redacted]	TX DIR	1	[redacted]
		DUE AT SIGNING SUBTOTAL:					[redacted]
		SUBTOTAL:					[redacted]
				TOTAL PRICE:			[redacted]
				TOTAL QUOTE:			[redacted]

1. Carahsoft Texas DIR Contract terms and conditions constitute the terms that guide this purchase. End Customer may request printed copies of the documents incorporated herein by reference by emailing us at ServiceNowSLED@carahsoft.com.

2. Terms and Conditions

a. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, the ServiceNow Store Terms of Use, any attached addenda or exhibits, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein or included with the contract being used, then as set forth on https://www.servicenow.com/upgrade-schedules.html) (collectively, the "ServiceNow Subscription Service Terms"). Notwithstanding anything in the Agreement to the contrary, for the Subscription Term set forth herein, the CSA, as specified in the Agreement, shall mean the Customer Support Addendum at https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doctype/ legal/customer-support-addendum-upgrades-jan2022.pdf. The end customer may request printed copies of the documents incorporated herein by reference by emailing us at snslg@carahsoft.com or legal.request@servicenow.com. All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.

b. ServiceNow reserves the right to suspend access to Customer's instances should Carahsoft's account fall more than thirty (30) days past due until all accounts are paid in full.

[redacted]

4. Base and Option Year Pricing. Carahsoft ServiceNow Quotations/Orders consists of an Initial Subscription Term ("Base Period") and possibly one or more optional Subscription Terms ("Option Periods") as quoted, with the specific Subscription Offerings, fees, quantities, and Subscription Term for each period set forth in the Quotation, subject to the following requirements and conditions.

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Upon the expiration of the Subscription Term of the final Renewal Order, for one (1) immediately subsequent mutually agreed follow-on order form for a twelve (12) month subscription term ("Follow-On Order") ServiceNow shall not increase the subscription fee rate for each Renewal Product for the Follow-On Order by more than a stated percentage of the subscription fee rate of each Renewal Product. The Follow-On Order subscription term start date shall begin the day after the prior order form's subscription term end date. For both Renewal Orders and the Follow-On Order executed by the parties, the following conditions, shall apply:

a.the Renewal Product continues to be made commercially available by ServiceNow at the time of the Renewal Order;
b.all Renewal Products are purchased in quantities that are equal to or greater than the sum of all the units for each and all Renewal Products in all the order forms placed by Customer up to the expiration of the Subscription Term on this Order Form;
c.each Renewal Order and Follow-On Order are for non-refundable, non-cancellable twelve (12) month subscription terms; and
d.Participant places the Renewal Order before the expiration of the Subscription Term on this Order Form the then expiring order form.
e.Notwithstanding above, the foregoing does not apply to, without limitation, any third-party Subscription Products offered for resale by ServiceNow, new products that are offered for sale after the date of this Order Form, products not ordered on this Order Form, products provided at no charge, or professional services (pursuant to either an SOW or Service Description), training, events, or any Support Account Management or Success product/service offering.

5. Education, Knowledge and Other. Terms for Education Services offerings are set forth on https://www.servicenow.com/upgrade-schedules.html

6. Knowledge and Other Event Terms and Conditions. Payment must be provided in the manner and at the times noted in the FAQs particular to the Event. ServiceNow reserves the right to cancel your registration without notice for failure to pay as required. Cancellations and substitutions are subject to the dates and fees specified in the FAQs. There are no refunds for no shows. Requests for cancellations or substitutions not received in writing as described in the FAQs will not be honored. Cancellation of travel reservations and hotel reservations is your exclusive responsibility. Neither Carahsoft or ServiceNow is responsible for any damages, direct or indirect, resulting from any cancelled registration or impermissible substitution. Event registration is subject to availability. All event passes are valid only for the event and event year for which the passes are applicable. Passes purchased on an order form are non-refundable. Unused passes will be forfeited. Additional Event Attendee Terms and Conditions: ServiceNow Event Attendee Terms and Conditions

7. Product Overview. Documentation (sometimes referred to as Product Overview) refers to the system requirements and technical functionality for the supported version(s) of the applicable Subscription Service as described in the then-current product documentation at https://docs.servicenow.com.

8. Entitlements. The entitlements and use rights for the Subscription Products ordered hereunder on this Quotation/Order are set forth in the Subscription Product table attached, if attached.

9. Other Terms.
PRICES ARE FINAL. THIS ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NONREFUNDABLE.

Impact, Customer Success, and any other packaged professional service activities not consumed within Customer's Option Period do not rollover to the subsequent Option Period, shall expire with no further credit or refund, and shall have no value thereafter.

Any Professional Services fees are invoiced on a time and materials basis. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

PREPAID FEES FOR PROFESSIONAL SERVICES AND EVENTS SHALL EXPIRE IF UNUSED WITHIN ONE (1) YEAR OF THE DATE OF ORDER, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS. PREPAID FEES FOR EDUCATION SERVICES WILL EXPIRE AT THE SPECIFIED TERM END DATE IN THE CORRESPONDING EDUCATION SERVICES LINE ITEM ON THE ORDERING DOCUMENT ("END DATE") OR, IF NO SUCH END DATE APPEARS, THEN 12 MONTHS FROM THE LATEST SIGNATURE OF THE ORDERING DOCUMENT, WITH NO REFUND OR CREDIT FOR UNUSED OR UNPERFORMED SERVICE HOURS.

GOVERNMENT LEARNING CREDITS SHALL BE INVOICED ON A MONTHLY BASIS IN ARREARS AND BASED ON CONSUMPTION, WITH CONSUMPTION OCCURING UPON COURSE REGISTRATION OR COMPLETION, AS APPLICABLE. UNUSED GOVERNMENT LEARNING CREDITS WILL EXPIRE WITHIN ONE (1) YEAR OF THE DATE OF THE ORDER; AND CUSTOMER WILL NOT BE CHARGED FOR ANY UNUSED CREDIT.

10. Late Payment Fees. Fees are invoiced as per the payment terms on the quote. Late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower. Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of Carahsoft's delinquency notice. If Customer fails to timely cure a delinquency, Carahsoft may terminate the Agreement for breach, in addition to any other available rights and remedies.

11. Reinstatement Fees: Renewals are due prior to the expiration of the existing Subscription Term. All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee equal to 10% of the total renewing annual subscription fee multiplied by the number of past months. If the subscription support end date has passed and no cancellation notification has been issued to the prime contractor, ServiceNow reserves the right to include this fee to reinstate the account.

12. Required on Purchase Orders. Please include the following information on the purchase order to Carahsoft. If this information is not included, the order will not be accepted.

a) Contract number used for this order.
b) End User contact information. End User is the End Customer contact responsible for the ServiceNow system and communications regarding the system.
c)Carahsoft quotation number for this purchase order.
d)Statement of Work or Change Order (if applicable).

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13. Where to Send Purchase Orders. Send purchase orders to CSTechOM@carahsoft.com or to the name on the Carahsoft Quotation.

Additional terms and conditions as well as entitlements are included on the attached pages, as applicable.

SERVICENOW® STORE TERMS OF USE

1. **Definitions. "App"** means customizations of ServiceNow Products offered on Store. **"App Conditions"** means the terms and conditions applicable to a particular App. **"ServiceNow App"** means an App developed by ServiceNow that is expressly designated as such on Store. **"ServiceNow Product"** means any ServiceNow products and services available outside of Store. ServiceNow Apps are not ServiceNow Products. All Apps are licensed by third parties and not ServiceNow except ServiceNow Apps. ServiceNow is not a party to any App Conditions except App Conditions for ServiceNow Apps.
2. **Purchase and Payment of Apps.** Rights to access Apps are subject to the applicable App Conditions and Customer's agreement for use of the ServiceNow Product on which the App is installed. Prices stated on Store are final. Except as otherwise required by the termination for convenience clause under FAR part 52.212-4, or applicable agency supplement, which shall apply only by and between the Participant entity and Customer, purchases made on Store are final, non-cancellable and non- refundable, and a continuous and non-divisible commitment for the full duration of its then-current term regardless of the invoice schedule. Subscription terms are for 12 months and may be renewed upon Customer's request thirty (30) days prior to the end of the then-current term. Prices for renewal are subject to increase upon advance notice to Customer. If Customer purchases an App by credit card, Customer's card will be billed monthly during the subscription term. Otherwise, payment for an App is due within 30 days after invoice. In the event Customer's payments are late, the parties agree that ServiceNow, or the Participant, as applicable, would be able to avail itself of the applicable government procurement disputes regulation governing this Agreement. ServiceNow may suspend or cancel Customer's subscription if payment is late. Prices exclude all taxes associated with Customer's purchase, access to, use of or payment for the App, which Customer is responsible for paying, unless Customer is exempt under applicable law. ServiceNow is exclusively responsible for taxes imposed on its net income. All applicable sales tax, value-added tax, duties and other similar governmental charges shall be based on the ship-to address provided by Customer, unless Customer is exempt under applicable law.
3. **App Rights and Restrictions.** Customer will use Apps solely as run on ServiceNow Products. Purchase of an App (including a ServiceNow App) does not entitle Customer to use ServiceNow Products, which Customer must purchase separately. Customer may not: (a) provide a third party with access to an App except as necessary to provide services to Customer as an agent or contractor; or (b) use the App to develop a product that is operable apart from the ServiceNow Products or circumvent ServiceNow APIs. Upon notification of overuse of an App from ServiceNow, Customer will purchase additional subscription rights or stop such overuse within thirty (30) days.
4. **Platform Use Rights.** If Customer purchases an App, it is permitted to use solely that App and no further right to run other applications or customizations on ServiceNow Products is provided. Unless expressly marked on the Store description web page for the particular App as including platform subscription rights to use the App, Apps available for free require the additional purchase of the right to run the App to the same extent that Customer would require platform

subscription rights to use applications or customizations if the App were developed by Customer as a customization of the ServiceNow Products.

5. **Responsibilities.** Customer uses Apps at its own risk. ServiceNow will have no liability or obligation to Customer with respect to Apps, other than ServiceNow Apps as provided in the applicable App Conditions. Customer's use of an App (including a ServiceNow App) with a ServiceNow Product constitutes a modification or customization of that ServiceNow Product by Customer for purposes of any separate agreement between Customer and ServiceNow and such customization or modification (or malfunction caused thereby) will not be subject to any support, warranty or indemnity under any such separate agreement.
6. **Termination.** Except as otherwise required by the termination for convenience clause under FAR part 52.212-4(l), or applicable agency supplement, which shall apply only by and between the Participant and Customer, this Agreement remains in effect until expiration of a subscription term for the App without prior renewal or until terminated by either party for any reason upon 30 days' written notice, whichever occurs first. Upon expiration or termination: (a) Customer shall cease to use the App; (b) Customer will uninstall the App within forty-five (45) days of the date of expiration or termination, or if no action is taken after such time or ServiceNow terminated this Agreement for cause, ServiceNow may uninstall the App; (c) Customer may not renew the then-current subscription term; and (d) the entirety of this Agreement, including Customer's payment obligations, will survive. Termination of this Agreement or any App Conditions have no effect on Customer's subscriptions or licenses to ServiceNow Products.
7. **Deactivation.** If ServiceNow reasonably believes use of an App violates any law or third-party right, degrades ServiceNow's ability to meet its support, service availability or security terms, or may create an implicit or explicit failure of the confidentiality, integrity or availability of the ServiceNow Products (including, by way of example only: (i) executing commands as another user; (ii) accessing data in excess of permissions; (iii) posing as another user or service within a system; (iv) causing an abnormal denial of service; (v) inadvertently or intentionally destroying data without permission; or (vi) exploiting any encryption implementation weakness (such as to reduce the time or computation required to recover the plaintext from an encrypted message)), then ServiceNow may deactivate the App to prevent further detrimental effects on the ServiceNow Products or require Customer upon notice to remove that App from Customer's instance of ServiceNow Products.
8. **Disclaimer of Warranties.** SERVICENOW SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO STORE OR ANY APP (INCLUDING A "CERTIFIED APP") INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM DEFECTS OR VIRUSES, OR AVAILABILITY. THESE DISCLAIMERS OF WARRANTY DO NOT APPLY TO EXPRESS WARRANTIES MADE BY SERVICENOW IN APP CONDITIONS FOR SERVICENOW APPS.
9. **Limitations and Exclusions of Liability.** EXCEPT TO THE EXTENT PROHIBITED UNDER LAW OR AS OTHERWISE EXPRESSLY AGREED TO BY SERVICENOW IN THE APP CONDITIONS FOR SERVICENOW APPS, SERVICENOW SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH STORE OR ANY APP, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, COVER AND COSTS OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY,

AND WHETHER OR NOT SERVICENOW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SERVICENOW REVIEWED, MODERATED, COMMENTED ON OR PROMOTED THE APP GIVING RISE TO DAMAGES. IF SERVICENOW IS LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND, THEN SERVICENOW'S TOTAL, CUMULATIVE LIABILITY TO CUSTOMER, ARISING OUT OF OR RELATED TO STORE OR ANY APP, WHETHER IN CONTRACT, IN TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WILL NOT EXCEED THE PRICE (IF ANY) THAT CUSTOMER PAID THROUGH STORE TO ACCESS THAT APP DURING THE 12 MONTH PERIOD BEFORE SUCH LIABILITY AROSE. MULTIPLE CLAIMS WILL NOT INCREASE THIS LIMIT. THE PARTIES HAVE AGREED THAT THE LIMITATIONS OF THIS SECTION 9 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE.

10. **ServiceNow Government Community Cloud (GCC) and National Security Cloud (NSC).** The following applies exclusively to the extent that the App will be provisioned to a ServiceNow instance hosted in ServiceNow's GCC or NSC environments: Customer agrees and acknowledges that the Provisional Authorizations to Operate (P-ATOs) for ServiceNow to operate cloud environments at FedRAMP High, DoD Impact Level 4 (IL4), DoD Impact Level 5 (IL5), and similar, do not apply to the security, privacy or any other attributes of any App. CUSTOMER AGREES TO ASSUME ALL RISK AND RESPONSIBILITIES OF INSTALLATION AND USE OF THE APP IN THE GCC OR NSC INSTANCE AND RELEASES SERVICENOW FROM ALL LIABILITY RELATED TO SUCH INSTALLATION AND USE.
11. **General Terms.** Customer will not access Apps in violation of any country's laws or regulations, including export controls. No waiver of this Agreement by ServiceNow will be deemed a further or continuing waiver. Customer may submit purchase orders for its administrative convenience, but those purchase orders will not affect the terms of this Agreement, which may only be modified as provided in this Section 11 or by a writing signed by both parties. ServiceNow may amend this Agreement, upon notice to Customer. Such amendments will apply to transactions on Store on a going-forward basis. If Customer does not agree to such amendments, Customer's recourse is to refrain from further use of Store. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision will be eliminated or limited to the minimum extent such that the remaining provisions of the Agreement will continue in full force and effect. The parties are independent contractors. This Agreement shall be governed by the laws of the United States of America. Any dispute arising out of this Agreement, Store or any App shall be heard exclusively by a U.S. Federal court or board of contract appeals of competent jurisdiction. This Agreement constitutes the final and entire agreement between Customer and ServiceNow with respect to Store and the Apps, and it supersedes all prior and contemporaneous agreements relating to its subject matter except as expressly provided herein. This Agreement controls over any conflicting provision in App Conditions or Website Terms unless otherwise expressly provided herein. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

[redacted]

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CUSTOM TABLE CREATION AND INSTALLATION

[redacted]

SUBSCRIPTION PRODUCTS

Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD20328 ServiceNow® IT Service Management Professional v3	Included Applications: DevOps Config; Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. "Included Fulfillers for student users" are designated for temporary student workers by the Customer institution. One (1) Included Fulfiller for student users is added to the Order Form for a given number of paid Fulfillers of the same Subscription Product as specified in the product table above. Included Fulfillers for student users may not be purchased on a standalone basis. Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables. App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. The following Application(s) became available in the family release indicated below:San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo
PROD12492 ServiceNow® Agile Team	Included Applications: Agile Development and Test Management All Users may use the above applications.
PROD18383 ServiceNow® Document Intelligence Starter - 5K Document Intelligence Pages	Included Application(s): Document Intelligence Document Intelligence Starter - 5K Document Intelligence Pages includes entitlement for up to 5,000 Document Intelligence Pages annually (unused Pages expire annually without credit or refund). A Document Intelligence Page is defined as a section of a document that ends with a page break. Documents with more than one page are counted as multiple pages, rounded to the next integer. Additional annual Pages require the purchase of a separate Document Intelligence Page bundle. Customer acknowledges that, to the extent it activates and uses Document Intelligence, Customer Data will be transferred outside of Customer's ServiceNow instance to a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center region as Customer's originating ServiceNow instance. Customer further acknowledges that the relevant terms set forth in the Agreement pertaining to ServiceNow's security and data protection program shall apply, except for those generally relating to certifications, attestations, or audits, and penetration testing. Any Customer Data transferred to such centralized ServiceNow environment will be deleted in accordance with ServiceNow's internal policies and procedures.
PROD17256 ServiceNow® IT Service Management Professional	Included Applications: Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Continual Improvement Management; Digital Portfolio Management; Financial Modeling; DevOps Change Velocity; Mobile Publishing; Vendor Manager Workspace; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced Customer is granted the rights for Fulfiller User as defined in the User Type Definitions Section. Usage is limited by the number of purchased Fulfiller Users. Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller per month (unused Virtual

	Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to IT Service Management Professional Applications and App Engine Starter 50 Custom Tables. App Engine Starter 50: Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User the right to access those Custom Tables and perform the actions granted to that User Type. Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee. The following Application(s) became available in the family release indicated below.San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) DevOps Config - Tokyo
PROD00065 ServiceNow® Additional Non-Production Instance	Additional non-production 4TB storage limit instance in ServiceNow's data center.
PROD19850 ServiceNow® Customer Service Management Professional	Included Applications: Customer Service Management; Engagement Messenger; Communities; Continual Improvement Management; Proactive Customer Service Operations; Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Outsourced Customer Service; Digital Portfolio Management; Vendor Manager Workspace; DevOps Change Velocity; Mobile Publishing; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics AdvancedUsage is limited by the number of purchased Fulfiller Users. Requester Users and External Users are not included in the Fulfiller User count and are not subject to Customer Service Management Professional Subscription Product fees. "Included Fulfillers for student users" are designated for temporary student workers by the Customer institution. One (1) Included Fulfiller for student users is added to the Order Form for a given number of paid Fulfillers of the same Subscription Product as specified in the product table above. Included Fulfillers for student users may not be purchased on a standalone basis. Notwithstanding the definition of User above, an External User is defined as Customer's external contacts, including, but not limited to Customer's accounts, consumers, households, partners or other contacts. External User may create, view, modify, or approve requests of their own or related accounts via the customer portal, approve requests for new contact creation; and manage users or assets of their own or related accounts. Customer is wholly responsible for External Users' compliance with the terms of the Agreement and this ordering document, and all acts and omissions of such External Users.Each Fulfiller User purchased includes 2,000 Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000. A Visit is a period of activity on the Customer Portal, including a community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above.Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s).Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User, External User and Requester User the right to access those Custom Tables and perform the actions granted to that User Type.Extensions to the case table are exempt from the custom table count.Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to Customer Service Management Professional Applications and 50 Custom Tables.Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee.The following Application(s) became available in the family release indicated:San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights)Tokyo - DevOps Config
PROD14997 ServiceNow® IT Operations Management Visibility	Included Applications: ITOM Visibility Includes entitlement for up to the number of Subscription Units purchased. A Subscription Unit is a unit of measure applied to Managed IT Resources using Defined Ratios. A list of Managed IT Resources and Defined Ratios for a Subscription Unit are set forth in the IT Operations Management (ITOM) - ServiceNow Subscription Unit Overview on www.servicenow.com/products/entitlements-packages.html and ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. Customer may request printed copies of the documents incorporated herein by reference by emailing us at legal.request@servicenow.com. Bundled Custom Tables: Customer is granted the right to create or install up to 5 Custom Tables and to grant each User the right to access those Custom Tables as an Unrestricted User. An Unrestricted User is every User that is assigned a unique username and has a user profile in the Subscription Service

	designated as “active”.
PROD17800 ServiceNow® Business Stakeholder	A Business Stakeholder User may approve requests by email that were routed to the User or via the Subscription Service and view and drill through reports within the Subscription Products to which the Customer is subscribed. Customers with a separately purchased IT Service Management Subscription product may provide Business Stakeholder Users with the right to update comments to incidents or requests on behalf of other Users. Customers with a separately purchased product with Customer Service Management application may provide Business Stakeholder Users with the right to create cases and update comments on behalf of their customers or service organizations. Customer may grant Business Stakeholder User rights to users that are either internal or external to Customer’s organization. Customer is wholly responsible for Business Stakeholder Users’ compliance with the terms of the Agreement and this ordering document, and all acts and omissions of such Users. Such Users will not have the right to take any legal action against ServiceNow under this Agreement or any ordering document. Customers with a separately purchased App Engine Subscription Product may provide Business Stakeholder Users with the right to create or update comments to records in an App Engine Custom Table. Use of Custom Tables with Business Stakeholder User rights requires: (i) use of the ServiceNow created approvals module; and (ii) creation of a read role on the Custom Table associated with the Business Stakeholder User role.
PROD19279 ServiceNow® Customer Service Management Professional	Included Applications: Customer Service Management; Engagement Messenger; Communities; Continual Improvement Management; Proactive Customer Service Operations; Incident Management; Digital Product Release; Problem Management; Change Management; Asset Management; Request Management; Cost Management; Walk-Up Experience; Outsourced Customer Service; Digital Portfolio Management; Vendor Manager Workspace; DevOps Change Velocity; Mobile Publishing; Universal Request Pro; Predictive Intelligence; Virtual Agent; and Platform Analytics Advanced Usage is limited by the number of purchased Fulfiller Users. Requester Users and External Users are not included in the Fulfiller User count and are not subject to Customer Service Management Professional Subscription Product fees. Notwithstanding the definition of User above, an External User is defined as Customer's external contacts, including, but not limited to Customer's accounts, consumers, households, partners or other contacts. External User may create, view, modify, or approve requests of their own or related accounts via the customer portal, approve requests for new contact creation; and manage users or assets of their own or related accounts. Customer is wholly responsible for External Users’ compliance with the terms of the Agreement and this ordering document, and all acts and omissions of such External Users. Each Fulfiller User purchased includes 2,000 Customer Portal Visits per month (unused Portal Visits expire monthly). Additional Customer Portal Visits may be purchased in increments of 1,000. A Visit is a period of activity on the Customer Portal, including a community visit. A new Visit is generated if an anonymous, unauthenticated, or External Requester User accesses, logs out, times out, or a Visit lasts beyond midnight in the Data Center Region indicated above. Virtual Agent includes 1000 Virtual Agent Conversation Transactions per Fulfiller User per month (unused Virtual Agent Conversation Transactions expire monthly). A Virtual Agent Conversation Transaction is defined as any structured conversation between a chatbot and user on a pre-built or custom topic. Additional monthly Virtual Agent Transactions require the purchase of Virtual Agent Transaction Pack(s). Customer is granted the right to create or install up to 50 Custom Tables and to grant each Fulfiller User, External User and Requester User the right to access those Custom Tables and perform the actions granted to that User Type. Extensions to the case table are exempt from the custom table count. Platform Analytics Advanced, Virtual Agent, Predictive Intelligence, and Universal Request Pro use rights apply only to Customer Service Management Professional Applications and 50 Custom Tables. Protocols and Spokes that are available in the Subscription Product are set forth in the then-current applicable Product Documentation. Use of Protocols and Spokes may require purchase of Integration Hub Transactions at an additional fee. The following Application(s) became available in the family release indicated: San Diego - Digital Portfolio Management and DevOps Change Velocity (Formerly: DevOps and DevOps Insights) Tokyo - DevOps Config

PROD15338 ServiceNow® AI Search Starter	AI Search Starter includes entitlement of up to a total cumulative count of 500,000 indexed External Documents (“Total Limit”). Unused indexed External Documents expire at the Subscription Term End Date without credit or refund. If Customer exceeds their Total Limit, additional indexed External Documents can be procured for an additional fee. An External Document is a referenced object from an external source identified by a unique Document ID.
PROD24512 ServiceNow® Workflow Data Fabric Standard	Included Application(s): RPA Hub; Integration Hub Enterprise; Document Intelligence; Now Assist for Spokes; Orchestration Core (Activity Designer; Activity Packs; Password Reset; Automation Center; and Client Software Distribution Application); External Content Connectors; ServiceNow Lens; App Engine Studio; Workspace Builder for App Engine; Creator Studio; entitlement for 1 Unattended Robot; entitlement for 5 Attended Robots; entitlement for 5,000 Document Intelligence Pages (unused Pages expire annually without credit or refund); entitlement for 3,000,000 Integration Hub Transactions annually (unused Transactions expire annually without credit or refund); entitlement for up to 20GB (20,000MB) of API Access Volume per day (unused API Access Volume expire daily without credit or refund); entitlement to 25 App Engine Fulfiller Users; Platform Analytics Advanced; Universal Request Pro; Virtual Agent; and Predictive Intelligence. Workflow Data Fabric Standard includes Protocols and Spokes as set forth in the Integration Hub Overview on www.servicenow.com/products/entitlements-packages.html, which IS EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE. An Unattended Robot is defined as a form of business process automation that allows the execution of workflows without human supervision through the development and management capabilities offered by Automation Engine. Unattended Robot entitlements are consumed when a robot of type “Unattended” is assigned to a Virtual Machine in the RPA Hub Application. An Attended Robot is defined as a form of business process automation that allows the execution of workflows as a direct result of a human action and under human supervision. Attended Robot entitlements are consumed when a robot of type “Attended” is assigned to a user in the RPA Hub application. Additional Attended Robots and Unattended Robots require the purchase of a separate Attended Robot bundle and/or Unattended Robot bundle. A Page is defined as a section of a document that ends with a page break. Documents with more than one Page are counted as multiple Pages, rounded to the next integer. Additional annual Pages require the purchase of a separate Document Intelligence Page bundle. Customer acknowledges that, to the extent it activates and uses Document Intelligence, Customer Data will be transferred outside of Customer’s ServiceNow instance in a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center region as Customer’s originating ServiceNow instance. Customer further acknowledges that the relevant terms set forth in the Agreement pertaining to ServiceNow’s security and data protection program shall apply, except for those generally relating to certifications, attestations, or audits, and penetration testing. Any Customer Data transferred to such centralized ServiceNow environment will be deleted in accordance with ServiceNow’s internal policies and procedures. An Integration Hub Transaction is defined as any outbound call originating from Integration Hub, Flow Designer, Remote Tables, or Orchestration. This includes any operation, action, or orchestration from these components that results in an outbound call, as well as any external document indexed via AI Search IntegrationHub Spoke, External Content REST API, or External Content Connectors. Additional annual Transactions require the purchase of a separate Integration Hub package. API Access Volume is the total output of data volume in an applicable day via any API by an Integration User. All integration (non-interactive) traffic is counted, including, but not restricted to, Representational State Transfer (REST), Simple Object Access Protocol (SOAP), Open DataBase Connectivity (ODBC), and processors. Additional daily API Access Volume require the purchase of a separate API Access Volume package. Customer acknowledges that, to the extent it activates and uses External Content Connectors, Customer Data will be processed outside of Customer’s ServiceNow instance in a centralized ServiceNow environment, provided that such centralized ServiceNow environment shall be hosted in the same ServiceNow data center as Customer’s originating ServiceNow instance. App Engine entitlement in Workflow Data Fabric provides the Customer with the right to deploy Custom Tables in a production instance. Each App Engine Fulfiller User has the right to access an unlimited number of Custom Tables to perform the actions of a Fulfiller User. Notwithstanding the definition of App Engine Fulfiller User above, an External App Engine Requester is defined as Customer’s external contacts, including, but not limited to Customer's accounts, consumers, households, partners or other contacts. Customer may grant External App Engine Requesters the right to access App Engine entitlement in Workflow Data Fabric as Requester Users. External App Engine Requesters are not included in the App Engine Fulfiller User count and are not subject to Workflow Data Fabric Subscription Product fees. Usage of ServiceNow Lens and Now Assist for Spokes requires a separate Now Assist subscription and will utilize assists. Platform Analytics Advanced, Virtual Agent, Universal Request Pro, and Predictive Intelligence use rights

	apply only to the App Engine entitlement within Workflow Data Fabric.
PROD24560 ServiceNow® API Management for Workflow Data Fabric	Customer's use of this Boomi Subscription Product may not exceed the total amount of 50 million API Calls during each year of the Subscription Term pursuant to this Order Form. Customer may purchase additional API Calls use rights during the Subscription Term directly from Boomi, Inc. ("Boomi") pursuant to a separate direct order form with Boomi which shall not extend beyond the Subscription Term. In order to be provisioned with access to this Boomi Subscription Product, Customer must visit the ServiceNow Store (located at store.servicenow.com) and obtain the application named "Boomi Cloud API Management," or a successor application identified in writing by ServiceNow. ServiceNow may report subscription details and Customer contact information to Boomi to the extent necessary for Boomi to provision Customer with access to the Boomi Subscription Product. The provisioning process will require Customer to accept the Boomi terms of service applicable to use of this Boomi Subscription Product (the "Boomi Terms of Use"). Customer agrees that Boomi shall have the right to conduct usage analysis for the Boomi Subscription Product, and, in the event Customer's use exceeds its entitlement to the Boomi Subscription Product, then Customer shall be responsible for contracting directly with Boomi to regain compliance. Notwithstanding anything to the contrary herein (including Hosting Details, Product Overview, and Product and Use Definitions), Customer's use rights to this Boomi Subscription Product are governed by this Order Form and the Boomi Terms of Use, and the Agreement referenced above between ServiceNow and Customer does not apply to such use rights. ServiceNow is not a party to the Boomi Terms of Use and has no responsibility or liability arising out of Customer's use of this Boomi Subscription Product other than to support the provisioning process referenced above. Any claim arising out of Customer's use of this Boomi Subscription Product shall be asserted solely against Boomi.

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF NETWORK SERVER STORAGE FOR VIRTUAL SERVER ENVIRONMENT

BACKGROUND:

A purchase of services that are needed to support network server storage for our virtual server environment. This purchase will allow assistance with day-to-day administration, problem diagnosis and resolution, break/fix hardware replacement, and proactive systems monitoring.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Network Server Storage for Virtual Server Environment
2. Decline to Approve Purchase of Network Server Storage for Virtual Server Environment
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Network Server Storage for Virtual Server Environment

FUNDING SOURCE: ***Additional Details***

General Fund 199-53-6399-423

COST:

$87,126.72

VENDOR(S)/PROVIDER(S):

Sequel Data Systems, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
DIR-CPO-5400

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

Fort Worth ISD

RATIONALE:

For continuous operation of critical servers' storage.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

Sequel Data Systems Incorporated

11824 Jollyville Rd. Suite 400
Austin, TX 78759

Quote Number: OP-209107

PURESTORAGE

Renewal Quote

Today's Date: 6/30/2025

Customer:
Fort Worth ISD

CONTRACT NO. DIR-CPO-5400

Account Manager:
Carrie McDonald
Sequel Data Systems
carrie.mcdonald@sequeldata.com
Office: 512-918-8841
Fax: 512-519-7868

Item	Part #	Qty.	Description	Start Date	End Date	Unit Price	Ext. Price
			FWISD-BWD-VDI-PureA.fwisd.org				
1	FA-X20R3-11TB 1MO,ADV,GOLD	12	FA-X20R3-11TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 963.50	$ 11,562.00
			FWISD-RXI-VDI-PureA.fwisd.org				
2	FA-X20R3-11TB 1MO,ADV,GOLD	12	FA-X20R3-11TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 963.50	$ 11,562.00
			FWISD-RXI-VDI-PureB.fwisd.org				
3	FA-X20R3 1MO,ADV,GOLD	12	FA-X20R3 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 761.40	$ 9,136.80
4	SAS-CHASSIS-DP-4.8TB 1MO,ADV,GOLD	12	SAS-CHASSIS-DP-4.8TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 148.52	$ 1,782.24
			FWISD-BWD-VDI-PureB.fwisd.org				
5	FA-X20R3 1MO,ADV,GOLD	12	FA-X20R3 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 761.40	$ 9,136.80
6	SAS-CHASSIS-DP-4.8TB 1MO,ADV,GOLD	12	SAS-CHASSIS-DP-4.8TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 148.52	$ 1,782.24
			FWISD-BWD-VSI-Pure 01.fwisd.org				
7	FA-X20R3-22TB 1MO,ADV,GOLD	12	FA-X20R3-22TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 1,164.66	$ 13,975.92
8	SAS-CHASSIS-DP-19.2TB 1MO,ADV,GOLD	12	SAS-CHASSIS-DP-19.2TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 592.20	$ 7,106.40
			FWISD-RXI-VSI-Pure 01.fwisd.org				
9	FA-X20R3-22TB 1MO,ADV,GOLD	12	FA-X20R3-22TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 1,164.66	$ 13,975.92
10	SAS-CHASSIS-DP-19.2TB 1MO,ADV,GOLD	12	SAS-CHASSIS-DP-19.2TB 1 Month Evergreen Gold Subscription, NBD Delivery, 24/7 Support	8/25/2025	8/24/2026	$ 592.20	$ 7,106.40
						Total	**$87,126.72**

Phone: *512-918-8841* Prices Good thru 8/1/2025 Fax: *512-519-7868*

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF SOFTWARE LICENSES FOR SECURE PRINTING

BACKGROUND:

The District ensures that all printing is secure by using the papercut solution. The solution uses District badges or login to make sure the user is who they say they are before releasing print jobs. This contract will be for a one-year period from 8/30/2025 to 8/29/2026.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Purchase of Software Licenses for Secure Printing
2. Decline to Approve Purchase of Software Licenses for Secure Printing
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Software Licenses for Secure Printing

FUNDING SOURCE: ***Additional Details***

General Fund 199-53-6399-900

COST:

$80,503.00

VENDOR(S)/PROVIDER(S):

Novatech, Inc.

PURCHASING MECHANISM:

Competitive Solicitation
RFP 23-095

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

Fort Worth ISD

RATIONALE:

The approval will provide the District with secure printing software solution.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

NOVATECH PaperCut Quote 1 year
Prepared for Fort Worth ISD

7/1/2025

EXPENSE	DESCRIPTION	MONTHLY COST	1 year cost 8/30/2025 - 8/29/2026
PaperCut	PaperCut Advanced M&S License (1-year)	NA	$80,503
Total	Total 12 month cost	$0	$80,503

NOTES

1. Current PaperCut Advanced M&S License expires on 8/29/2-25. This renewal extends support to 8/29/2026.
2. Quote expires 8/29/2025

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: AUTHORIZE SUPERINTENDENT TO NEGOTIATE A MEMORANDUM OF UNDERSTANDING WITH TRINITY METRO

BACKGROUND:

Trinity Metro would like to partner with Fort Worth Independent School District (FWISD) to provide free local bus and TEXRail transportation services for students. While all students would be eligible for services, the primary audience would be high school students in grade nine and above. The pilot program will be effective from the date of execution through July 31, 2026.

Students will have free and unlimited local bus and TEXRail transportation services with Trinity Metro, providing enhanced access to extracurricular activities, tutoring outside of the regular school day, community resources, and job opportunities. This free service offered by Trinity Metro is supplemental and does not replace the district's yellow bus services provided to students who qualify for transportation to and from school; however, students can utilize this service if they miss their regular school bus.

Granting the superintendent authority to negotiate a memorandum of understanding will support a timely launch, with a goal to finalize the agreement before the start of the 2025-2026 school year. This timeline would allow for expeditious communication with students and parents about the program benefits and opt-in instructions, maximizing the free ridership period.

This partnership between Fort Worth ISD and Trinity Metro represents a strategic initiative to enhance student mobility and support academic success.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve to Authorize Superintendent to Negotiate a Memorandum of Understanding with Trinity Metro
2. Decline to Approve to Authorize Superintendent to Negotiate a Memorandum of Understanding with Trinity Metro
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve to Authorize Superintendent to Negotiate a Memorandum of Understanding with Trinity Metro

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

The T – Fort Worth Transportation Authority

PURCHASING MECHANISM:

Not a Purchase

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

Fort Worth ISD Students

RATIONALE:

This partnership will provide students with a free and unlimited form of transportation to access extracurricular activities, tutoring outside of the regular school day, community resources, and job opportunities.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE SELECTION OF DELEGATE AND AN ALTERNATE TO THE 2025 TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) DELEGATE ASSEMBLY MEETING ON SEPTEMBER 13, 2025

BACKGROUND:

The Texas Association of School Boards (TASB) Delegate Assembly, held annually in conjunction with the Texas Association of School Administrators (TASA)/TASB Convention, is the foundation of the Association's governance structure and provides critical direction as the Association represents members' interest before state and national policy makers. The District's representation at the Delegate Assembly is of utmost importance. It is vital that the representative understands the processes and the issues that come before the Assembly for action.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Selection of Delegate and an Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 13, 2025
2. Decline to Approve Selection of Delegate and an Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 13, 2025
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Selection of Delegate and an Alternate to the 2025 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 13, 2025

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:

Fort Worth Independent School District Board of Trustees

RATIONALE:

Delegates and Alternates to the TASB Delegate Assembly will set the course for the organization for the coming year. Representatives must understand the processes and issues that come before the Assembly for action. Further, the TASB Delegate Assembly provides critical direction as the association represents members' interest before state and national policy makers.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE 2025-2026 ADDITIONAL DAYS SCHOOL YEAR CALENDAR

BACKGROUND:

Fort Worth ISD 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 2025-2026 Additional Days School Year Calendar provides additional instructional days at targeted campuses. ADSY addresses summer learning loss, which can have a profound effect on students from low-income backgrounds. Funding (House Bill 3 – 86th Legislature) for Additional Days School Year (ADSY) is available to campuses that meet the following requirements:

- Serve at least one grade level within grades Pre-K – 8th grade (House Bill 2 – 89th Legislature expanded to include middle school)
- Campus academic calendar(s) include at least 175 instructional days with 75,600 operational minutes, not including staff development waivers (House Bill 2 – 89th Legislature lowered the minimum base ADSY calendar from 180 days to 175 days)
- Add up to 30 additional days of instruction in addition to the 175 instructional days in its regular academic calendar
- Have a certified teacher deliver at least two hours of instruction on designated ADSY days
- Host ADSY days separate from the regular instructional calendar days

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve 2025-2026 Additional Days School Year Calendar
2. Decline to Approve 2025-2026 Additional Days School Year Calendar
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve 2025-2026 Additional Days School Year Calendar

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:

Briscoe ES
Carroll Peak ES
Clifford Davis ES
Daggett MS
Jacquet MS
Morningside ES
Morningside MS
Van Zandt Guinn ES
Wedgwood MS
West Handley ES
Westcreek ES
Western Hills ES
Western Hills Prim
William James MS
WM Green ES

RATIONALE:

Research from RAND has shown that the impact of summer learning loss can be eliminated if academic instruction is offered for three to four hours a day for five to six weeks. (Schwartz, H. L., McCombs, J. S., Augustine, C. H., & Leschitz, J. T. (2018). Getting to Work on Summer Learning: Recommended Practices for Success, 2nd Ed.)

Approval of the 2025-2026 Additional Days School Year Calendar will also provide key information regarding the 2025-2026 school year to District staff, parents, students, and the Fort Worth ISD community.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

DRAFT PENDING BOARD APPROVAL

FORT WORTH INDEPENDENT SCHOOL DISTRICT
2025-2026 ADDITIONAL DAYS SCHOOL YEAR (ADSY) CALENDAR (ADSY Schools Only)

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 New Hire Teacher Start Date	30	31		

22 Workdays

AUGUST 2025

SU	M	TU	W	TH	F	SA
					1	2
3	4 CAMPUS PROF LRN	5 CAMPUS PROF LRN	6 TCHR PREP	7 DISTRICT PROF LRN	8 TCHR PLAN	9
10	11 TCHR PREP	12 START FIRST DAY	13	14	15	16
17	18	19	20	21	22	23
24 31	25	26	27	28	29	30

14 Student Days | 20 Teacher Days

SEPTEMBER 2025

SU	M	TU	W	TH	F	SA
	1 Labor Day	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 End Six Weeks	20
21	22	23	24	25	26 Report Cards	27
28	29	30	Hispanic Heritage Month September 15 – October 15			

21 Student Days | 21 Teacher Days

OCTOBER 2025

SU	M	TU	W	TH	F	SA
			1	2	3	4
5	6	7	8	9	10 DISTRICT PROF LRN	11
12	13 FLEX Indigenous Peoples' Day	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31 End Six Weeks	

21 Student Days | 22 Teacher Days

NOVEMBER 2025

SU	M	TU	W	TH	F	SA
Native American Heritage Month						1
2	3	4	5	6	7 Report Cards	8
9	10	11 CONFERENCE Veterans Day	12	13	14	15
16	17	18	19	20	21	22
23 30	24 THANKSGIVING BREAK	25	26	27 Thanksgiving	28	29

15 Student Days | 15 Teacher Days

DECEMBER 2025

SU	M	TU	W	TH	F	SA
	1	2 STAAR Testing English I and II • Algebra I • Biology • U.S. History	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18 END SEMESTER	19 TCHR PREP	20
21	22	23 WINTER BREAK	24	25 Christmas	26	27
28	29	30	31			

14 Student Days | 15 Teacher Days

JANUARY 2026

SU	M	TU	W	TH	F	SA
				1 New Year	2	3
4	5 TCHR PLAN	6 START SEMESTER	7	8	9	10
11	12	13	14 Report Cards	15	16	17
18	19 Martin Luther King Jr Day	20	21	22	23	24
25	26	27	28	29	30	31

18 Student Days | 19 Teacher Days

FEBRUARY 2026

SU	M	TU	W	TH	F	SA
African American History Month						
1	2	3	4	5	6	7
8	9	10	11	12	13 End Six Weeks	14
15	16 CONFERENCE TELPAS START Presidents Day	17	18	19	20 Report Cards	21
22	23	24	25	26	27	28

20 Student Days | 20 Teacher Days

MARCH 2026

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 DISTRICT PROF LRN Chavez Huerta Day	24 STAAR Alt START	25	26	27 TELPAS END	28
29	30	31	Women's History Month			

SPRING BREAK (16–20)

16 Student Days | 17 Teacher Days

APRIL 2026

SU	M	TU	W	TH	F	SA
			1	2 End Six Weeks	3 Good Friday	4
5 Easter	6	7 STAAR Testing - English I and II Grades 3-8 Reading Language Arts	8	9	10 Report Cards	11
12	13	14 STAAR Testing - Biology and U.S. History Grades 5 and 8 Science & Grade 8 Social Studies	15	16	17 STAAR Alt END	18
19	20	21 STAAR Testing - Algebra I Grades 3-8 Mathematics	22	23	24	25
26	27	28	29	30	Arab American Heritage Month	

21 Student Days | 21 Teacher Days

MAY 2026

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	15	16
17	18	19	20	21 END LAST DAY	22 TCHR PREP	23
24 31	25 Memorial Day	26 ADSY FIRST DAY	27	28	29 Report Cards	30

15 Student Days | 16 Teacher Days | 4 Enrichment Days

JUNE 2026

SU	M	TU	W	TH	F	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16 STAAR Testing - English I and II Algebra I • Biology • U.S. History	17	18	19 Juneteenth	20
21	22 STAAR Make-ups - English I and II • Algebra I • Biology • U.S. History	23	24	25	26	27
28	29	30 ADSY LAST DAY				

21 Enrichment Days | 21 Workdays

JULY 2026

SU	M	TU	W	TH	F	SA
			1	2	3 July 4th Observed	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	Aug 1

22 Workdays

AUGUST 2026

SU	M	TU	W	TH	F	SA
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 Workdays

- DISTRICT HOLIDAY (SCHOOLS & SERVICE CENTER CLOSED)
- DISTRICT HOLIDAY (SCHOOLS CLOSED & DISTRICT SERVICE CENTER OPEN)
- STAFF DAY (NO STUDENTS)
- FLEX DAY (NO STUDENTS)
- SEMESTER START/END
- STATE TESTING
- ADSY SUMMER ENRICHMENT DAY

175 STUDENT DAYS x 450 Minutes = 78,750 Minutes
186 + 1 (FLEX DAY: Oct 13) = 187 TEACHER DAYS

TEACHER PLANNING DAYS: Aug 8, Jan 5
TEACHER PREP DAYS: Aug 6, Aug 11, Dec 19, May 22
PROFESSIONAL LEARNING DAYS: Aug 4, 5, 7, Oct 10, Mar 23
STUDENT/PARENT/TEACHER CONFERENCE DAYS: Nov 11, Feb 16
ADSY SUMMER ENRICHMENT: May 26-29, June 1-18, 22-30

DATES SUBJECT TO CHANGE
Fort Worth ISD Board Approval Pending

STAAR Testing Texas Education Agency
Student Assessment Testing Calendar posted February 2025.

Fort Worth INDEPENDENT SCHOOL DISTRICT
(817) 814-2000 | www.fwisd.org

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.(

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE REVISIONS TO BOARD POLICY FD (LOCAL) and FM (LOCAL) – WAIVER OF FIRST READING

BACKGROUND:

SB 401 made changes to Section 33.0832 of the Texas Education Code, concerning student eligibility for participation in University Interscholastic League (UIL) activities. The bill mandates that public schools must allow non-enrolled students, such as homeschool students and private school students, to participate in UIL activities if they meet all standard eligibility requirements, unless the school district or charter school formally adopts a policy to decline participation. This new law becomes effective September 1, 2025.

The District's current practice is to not allow non-enrolled students to participate in UIL activities. The District's Administration and Athletics Department recommends continuing this practice. Based on the new legislation, the Board must take action to adopt policy language that specifically declines UIL participation for non-enrolled students.

The District's Administration is further recommending that the Board waive the first reading of the policy and take action to approve the policy at the July 22, 2025 Board meeting in order to ensure the policy is in place prior to the start of the 2025-2026 school year. Board Policy BF(LOCAL) allows for waiver of the first reading of a policy when special circumstances demand more immediate action.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Revisions to Board Policy FD(LOCAL) and FM(LOCAL)
2. Decline to Approve Revisions to Board Policy FD (LOCAL) and FM (LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Revisions to Board Policy FD(LOCAL) and FM(LOCAL)

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Districtwide

RATIONALE:

Based on new legislation, policy changes are required to continue the District's practice of limiting UIL participation to students enrolled in the District.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent
Sid Pounds, Assistant General Counsel

Persons Age 21 and Over

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Residency

For purposes of this policy, a person is considered to reside in the District if the true, primary, physical place where the person lives with the intent to remain for a considerable period of time is within the boundaries of the District. A person's residence is the fixed, permanent, and principal place of habitation that is the center of the person's domestic, social, and civic life. A person can reside in only one place at a time.

Residences on District Boundary Lines

A school-aged child residing on property bisected by the District's boundary line shall be eligible to attend school within the District if the following conditions exist:

1. Any portion of the property is taxed by the District;
2. The student's parent, guardian, or other person having sworn educational authority resides on the property;
3. The property is a single-family residence; and
4. The student's parent, guardian, or other person having sworn educational authority enrolls the student in the District.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited nonpublic school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records or transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

EXTRACURRICULAR ACTIVITY ABSENCES

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. A student shall be allowed in a school year a maximum of ten extracurricular absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition.

[For eligibility of a private school student, including a home-school student, to participate in extracurricular activities, see FD(LOCAL).]

USE OF DISTRICT FACILITIES

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

EXEMPTIONS FROM NO PASS, NO PLAY

In accordance with FM(LEGAL), the District's list of designated honors courses exempt from "no pass, no play" shall be available to students and parents in the course offerings document and on the District's Web site.

DENIAL OF CERTAIN PRIVILEGES

A student assigned to a disciplinary alternative education program (DAEP) for any violation of Board policy or the Student Code of Conduct shall be ineligible to participate in any extracurricular activities during the DAEP placement and following the return to his or her home school or to hold any position of honor or trust, elected or appointed, at his or her home school. According to the severity of the policy or Student Code of Conduct violation, the period of ineligibility shall be as follows.

LEVEL II VIOLATIONS

Any student returning to his or her home school from a Level II DAEP shall regain eligibility for participation when he or she has attended the home school, subsequent to release from the DAEP, for a period of time equal to the original DAEP placement.

If an appeal of the DAEP original placement is reviewed by a Level II hearing panel [see FOC(LOCAL)] and the student is returned to his or her home school after only serving a reduced number of days in a DAEP, the number of days a student is ineligible at his or her home school shall equal the number of days served in the DAEP.

LEVEL III VIOLATIONS

Any student returning to his or her home school from a Level III DAEP shall regain eligibility for participation when he or she has attended the home school for a period of one year.

REPEATED VIOLATIONS

Upon repetition of a violation of Level II or III (including a second or subsequent DAEP placement) a student shall be declared permanently ineligible to participate in extracurricular activities or to hold

any position of trust or honor within his or her home school upon return to the campus.

WAIVER / ADJUSTMENTS

Upon request of a student or his or her parent or legal guardian and upon the recommendation of the principal, the Superintendent may adjust or waive any of the above penalties/sanctions in the light of circumstances that warrant such change, at the Superintendent's discretion.

Should a waiver or adjustment be made by the Superintendent, a report in writing shall be made to the Board.

PRINCIPAL'S RESPONSIBILITY

The principal shall send in writing to the director of athletics or appropriate program director of other extracurricular activities, the names of all individuals suspended from athletic or other extracurricular activity participation under this policy and a detailed report of the offenses.

A principal, with concurrence of the Superintendent, may deny a senior student the privilege of participating in graduation ceremonies if the student is found guilty of misconduct in violation of school policies during the last grading period of the school year. In such a case, the student shall be allowed to pick up his or her diploma the Monday following graduation exercises.

Students who are in a DAEP at the end of the school year and have met all the criteria for graduation shall be allowed to participate in the graduation ceremony or in other related graduation activities only at the alternative placement site.

The principal may also prohibit participation of a student in other local school-sponsored activities.

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE REVISIONS TO BOARD POLICY FNCE (LOCAL) – WAIVER OF FIRST READING

BACKGROUND:

HB 1481 amended Section 37.082 of the Texas Education Code to require school districts and open-enrollment charter schools to adopt and implement a written policy that prohibits students from using personal communication devices while on school property during the school day. The policy is required to outline disciplinary measures for violations and may include procedures for confiscation. The bill allows districts to either prohibit students from bringing devices altogether or to designate specific storage methods for such devices while students are on campus. The new law goes into effect September 1, 2025.

The Board Policy Committee is recommending the attached policy language, which prohibits student use of cell phones and other personal communication devices while on school property during the school day. The policy allows for students to possess personal communication devices while on campus, but the devices must be stored away. The disciplinary measures associated with violations of this policy will be outlined in the Board approved 2025-2026 Student Code of Conduct.

The District's Administration is further recommending that the Board waive the first reading of the policy and take action to approve the policy at the July 22, 2025, Board meeting in order to ensure the policy is in place prior to the start of the 2025-2026 school year. Board Policy BF(LOCAL) allows for waiver of the first reading of a policy when special circumstances demand more immediate action.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Revisions to Board Policy FNCE (LOCAL)
2. Decline to Approve Revisions to Board Policy FNCE (LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Revisions to Board Policy FNCE (LOCAL)

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Districtwide

RATIONALE:

Based on new legislation, the District is required to update its current policy related to restrictions of cellular phones and other personal communication devices on campus.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent
Sid Pounds, Assistant General Counsel

PROPOSED REVISIONS

Note: For searches of personal ~~telecommunications~~communication devices or other personal electronic devices, see FNF.

Personal ~~Use~~ ~~Telecommunications~~ Communication Devices

A student shall not use a personal communication device on school property during the school day. While on school property, the student shall store any personal communication device in accordance with administrative regulations.

A student who violates this policy or any regulations shall be subject to discipline in accordance with the Board-adopted Student Code of Conduct.

An authorized District employee may confiscate a student's personal ~~telecommunications~~communication device~~, including a mobile telephone,~~ that is used in violation of this policy or any applicable ~~campus rules~~regulations.

The District shall not ~~charge~~dispose of the personal communication device. The District shall provide appropriate notice, and devices that are not retrieved shall be stored according to administrative regulations.

Exceptions

A student shall be authorized to use a ~~fee~~personal communication device on school property during the school day only under the following circumstances:

1. The student's use is necessary for ~~the release of~~implementation of the student's individualized education program, a ~~personal telecommunications device. In accordance with the student handbook, the student or the student's parents may retrieve~~504 plan, or a ~~device after receiving notification~~similar program or plan;

2. The student's use is required due to a documented need based on a directive from ~~the District.~~a qualified physician; or

~~If a personal telecommunications device is not retrieved, the District shall dispose of the device after providing notice required by law.~~

~~Other Electronic Devices~~

3. ~~Guidelines regarding other electronic devices~~The student's use is necessary to comply with a health or safety requirement imposed by law or as part of the District or campus safety protocols.

Implementation	The Superintendent shall develop regulations to implement this policy.
Compliance	Annually, the Superintendent shall ~~be addressed in~~report to the ~~student handbook.~~
~~**Instructional Use**~~	~~A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for~~Board on~~-campus instructional purposes. The student shall also acknowledge receipt~~ the implementation and ~~understanding~~compliance of ~~applicable regulations and shall sign the appropriate user agreements. [See CQ]~~this policy.

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE REVISIONS TO BOARD POLICY EFB (LOCAL) – WAIVER OF FIRST READING

BACKGROUND:

SB 13 requires the Board to adopt an updated policy for the acquisition of library materials before the first day of the 2025-2026 school year. The policy must require the Board to approve all library materials that have been donated to or that are to be procured by a school library in the district, with the advice and recommendations of the district 's local school library advisory council (if created). The Board may establish a local school library advisory council to assist the district in ensuring that local community values are reflected in each school library catalog in the district.

The Board Policy Committee reviewed and approved the attached updates to this policy. The recommended changes to Board Policy EFB(LOCAL) include the establishment of a local school library advisory council.

The District's Administration is further recommending that the Board waive the first reading of the policy and take action to approve the policy at the July 22, 2025 Board meeting in order to ensure the policy is in place prior to the start of the 2025-2026 school year. Board Policy BF(LOCAL) allows for waiver of the first reading of a policy when special circumstances demand more immediate action.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Revisions to Board Policy EFB(LOCAL)
2. Decline to Approve Revisions to Board Policy EFB(LOCAL)
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Revisions to Board Policy EFB(LOCAL)

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

Districtwide

RATIONALE:

Based on new legislation, the District is required to update Board Policies related to the library materials.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent
Sid Pounds, Assistant General Counsel

PROPOSED POLICY

Note: For information related to the selection of instructional materials, see EFA.

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

School Library Advisory Council

The Board has established a school library advisory council (SLAC). At the first meeting of the SLAC, the members shall select a chair.

The SLAC shall meet at least two times each year but may hold additional meetings in order to consider recommendations from District staff and fulfill its statutory duties.

Collection Development Policy

In this policy, “library materials” is defined by law and may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library. [See EFB(LEGAL)]

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, online catalogs, library mobile applications used in the District, and any other library catalog a student may access.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure the members of the SLAC, librarians, professional library staff, and other designated professional staff are trained or receive information on the proper collection development standards.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law, library standards, and the District’s collection development purpose and goals.

Collection Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.
6. Represent diverse viewpoints and cultural groups of the state and their contributions to the state, the nation, and the world, to ensure the collection embodies the background of all students.

Recommendation and Procurement of Materials

Library materials shall be recommended and procured in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

Librarians and other professional staff shall assist the SLAC in developing the list of library material recommendations to be presented to the Board. The librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the development of recommendations of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District residents.
2. Consultation with District teachers and library staff.

3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

The SLAC shall recommend to the Board a list of library materials for procurement.

The Board shall consider the SLAC's recommended list of library materials that have been donated or proposed by the SLAC for procurement. Each Board member may propose changes before the Board takes action on the list of donated or proposed library materials.

The Board shall either approve or reject the library materials that have been donated or proposed for procurement.

Donated and Proposed Procurement List

At least 30 days prior to the Board's vote to accept donated library materials or approve procurement of library materials, the Superintendent shall make accessible to the public the list of library materials in accordance with law.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental Involvement

Parents and guardians are the primary decision-makers regarding their child's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their child.

In accordance with state law and administrative procedures, parents or guardians may submit to the principal or a staff member designated by the principal a list of library materials that the parent's or guardian's child shall not be allowed to check out or access for use outside of the school library. The Superintendent shall develop procedures that permit a parent or guardian to submit the request in at least one of the methods permitted by law.

The parent or guardian may select alternative library materials for their child. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

Access Procedures

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Library Catalog

A parent or guardian who wishes to access the catalog of library materials for any school in the District shall submit a written request to the school's principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from Inappropriate Material

In accordance with law and guidance from the Texas State Library and Archives Commission, library materials shall not include "harmful material"; any library material that is pervasively vulgar or educationally unsuitable; any library material containing indecent or profane content; any library material that refers a person to a web-

site, including by use of a link or QR code, containing content legally prohibited under law; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Challenge of Library Material

A District employee, a parent or guardian of a District student, or a District resident may challenge library material maintained in the District's library program.

The SLAC shall recommend to the Board for adoption the procedures for challenging library materials.

Guiding Principles

The following principles shall guide the review of a challenge of library material:

1. An individual may challenge library material used in the District's library program, despite the fact that the professional staff, SLAC, and the Board followed the proper procedure and adhered to the objectives and criteria for recommending and procuring library materials set out in this policy.
2. Access to challenged material shall be restricted during the challenge process.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

Formal Challenge

The District shall make the Texas Education Agency form to challenge library material available on the District's website.

If a District employee, a parent or guardian of a District student, or a District resident wishes to challenge library material, they shall follow the procedures to complete and submit the challenge form.

In addition to copies of the completed form being provided to the members of the SLAC in accordance with law, copies shall also be provided to the Board, the Superintendent, the school librarian, and any other staff designated in administrative procedures.

SLAC Recommendation	The SLAC shall consider the challenge in accordance with Board-adopted procedures and in accordance with law and shall make a recommendation to the Board. Any meeting of the SLAC or a review committee, if any, must comply with the meeting requirements under Education Code 33.024(g) and (h), including required notices, meeting minutes, audio or video recordings, and submission of minutes and audio or video recordings of the meeting to the District. The Superintendent, the school librarian, the individual submitting the challenge, and any other appropriate staff shall receive a copy of the SLAC's recommendation.
Appeal	An individual who submitted a challenge may appeal the decision of the SLAC to the Board in accordance with the challenge procedures. When considering the appeal, the Board shall consider the factors in Education Code 33.027(f). The Board shall consider appeals in accordance with timelines set out in law.
Frequency of Review	After a library material has been challenged and the Board determines not to remove the library material from a school library catalog, it may not be challenged again before the second anniversary of the Board's final decision not to remove the material.
Removal of Library Materials	If a challenge to a library material results in the removal of the library material from the school library catalog, each teacher assigned as the classroom teacher at the grade level for which the library material was removed shall be notified and instructed to remove any copy of the library material from the teacher's classroom library, if applicable.
Maintenance of Library Materials	In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See CI]
Gifts and Donations	The Board shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review This policy shall be reviewed at least every three years and revised as necessary.

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE BUDGET AMENDMENT DUE TO LEGISLATIVE CHANGES UNDER HOUSE BILL 2 (HB2)

BACKGROUND:

The 2025-2026 General Fund was initially adopted on June 10, 2025. This budget amendment reflects necessary adjustments resulting from recent legislative changes under House Bill 2 (HB2) and updated revenue projections.

Salary allocations have been revised to incorporate mandated compensation increases. The revenue adjustments include an increase in basic allotment and related formula funding impacted by HB2.

This amendment ensures the budget remains aligned with updated legislative requirements, staffing costs and revenue forecasts.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve the Budget Amendment Due to Legislative Changes Under HB2
2. Decline to Approve the Budget Amendment Due to Legislative Changes Under HB2
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Budget Amendment Due to Legislative Changes Under HB2

FUNDING SOURCE: ***Additional Details***

General Fund

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

School(s)/ Departments

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

	July 31, 2025	Increase	Decrease	Net Effect
Object	**Revenue**			
5700	Fund 199 - Decrease due to adjustments in current and prior year property tax collections	-	46,456,065	
	Overall effect in Object 5700	**0**	**46,456,065**	**(46,456,065)**
5800	Fund 199 -State revenue Increase due to House Bill 2 Legislative updates	86,290,643		
	Overall effect in Object 5800	**86,290,643**	**0**	**86,290,643**
	Total	**86,290,643**	**46,456,065**	**39,834,578**
Function	**Expenses**			
11	Fund 199 - New Teacher Academy	378,000		
	Fund 199 - High school mentoring program	19,000		
	Fund 199 - PE campus equipment	10,000		
	Fund 199 - Bilingual, Dyslexia and Special Education stipends	1,932,500		
	Fund 199 - Legislative updates House Bill 2	23,513,865		
	Overall effect on Function 11	**25,853,365**	**0**	**25,853,365**
12	Fund 199 - Legislative updates House Bill 2	291,017		
	Overall effect on Function 12	**291,017**	**0**	**291,017**
13	Fund 199 - Legislative updates House Bill 2	856,497		
	Overall effect on Function 13	**856,497**	**0**	**856,497**
21	Fund 199 - Professional development from federal funding	157,837		
	Fund 199 - Adjustment to align payroll	43,772		
	Fund 199 - Legislative updates House Bill 2	297,385		
	Overall effect on Function 21	**498,994**	**0**	**498,994**
23	Fund 199 - Legislative updates House Bill 2	1,032,962		
	Overall effect on Function 23	**1,032,962**	**0**	**1,032,962**
31	Fund 199 - Legislative updates House Bill 2	1,114,156		
	Overall effect on Function 31	**1,114,156**	**0**	**1,114,156**
32	Fund 199 - Legislative updates House Bill 2	87,967		
	Overall effect on Function 32	**87,967**	**0**	**87,967**
33	Fund 199 - Legislative updates House Bill 2	248,386		
	Overall effect on Function 33	**248,386**	**0**	**248,386**
34	Fund 199 - Legislative updates House Bill 2	258,008		
	Overall effect on Function 34	**258,008**	**0**	**258,008**
35	Fund 199 - Legislative updates House Bill 2	199,839		
	Overall effect on Function 35	**199,839**	**0**	**199,839**
36	Fund 199 - Legislative updates House Bill 2	232,535		
	Overall effect on Function 36	**232,535**	**0**	**232,535**
41	Fund 199 - Tax Collections	55,000		
	Fund 199 - Adjustment to align payroll	13,633		
	Fund 199 - Legislative updates House Bill 2	401,559		
	Overall effect on Function 41	**470,192**	**0**	**470,192**
51	Fund 199 - Legislative updates House Bill 2	898,706		
	Overall effect on Function 51	**898,706**	**0**	**898,706**
52	Fund 199 - Legislative updates House Bill 2	186,505		
	Overall effect on Function 52	**186,505**	**0**	**186,505**
53	Fund 199 - Legislative updates House Bill 2	269,143		
	Overall effect on Function 53	**269,143**	**0**	**269,143**
61	Fund 199 - Legislative updates House Bill 2	112,980		
	Overall effect on Function 61	**112,980**	**0**	**112,980**
81	Fund 199 - Legislative updates House Bill 2	17,932		
	Overall effect on Function 81	**17,932**	**0**	**17,932**
	Total	**32,629,184**	**-**	**7,205,394**

General Fund
Budget Amendment
2025 - 2026

		Consolidated General Fund 2025-2026 Adopted Budget	Adjustments	Consolidated General Fund 2025-2026 Amended Budget 07/31/2025
REVENUE & OTHER SOURCES				
5700	Local Revenue	$457,911,481	($46,456,065)	**$411,455,416**
5800	State Revenue	$360,143,391	$86,290,643	**$446,434,034**
5900	Federal Revenue	$7,517,250	$0	**$7,517,250**
7900	Other Sources	$600,000	$0	**$600,000**
	Total Revenue & Other Sources	**$826,172,122**	**$39,834,578**	**$866,006,700**
EXPENDITURES				
11	Instruction	$486,260,339	$25,853,365	**$512,113,704**
12	Instruction Resources and Media Services	$10,893,509	$291,017	**$11,184,526**
13	Curriculum and Instructional Staff Development	$10,071,313	$856,497	**$10,927,810**
21	Instructional Administration	$13,569,206	$498,994	**$14,068,200**
23	School Administration	$51,682,352	$1,032,962	**$52,715,314**
31	Guidance and Counseling Services	$43,612,794	$1,114,156	**$44,726,950**
32	Social Work Services	$3,643,293	$87,967	**$3,731,260**
33	Health Services	$12,194,690	$248,386	**$12,443,076**
34	Student Transportation	$22,462,312	$258,008	**$22,720,320**
35	Food Services	$125,385	$199,839	**$325,224**
36	Cocurricular/Extracurricular Activities	$21,466,336	$232,535	**$21,698,871**
41	General Administration	$25,047,448	$470,192	**$25,517,640**
51	Plant Maintenance and Operations	$97,181,544	$898,706	**$98,080,250**
52	Security and Monitoring Services	$18,781,032	$186,505	**$18,967,537**
53	Data Processing Services	$29,925,515	$269,143	**$30,194,658**
61	Community Services	$4,143,198	$112,980	**$4,256,178**
71	Debt Service	$2,100,000	$0	**$2,100,000**
81	Facilities Acquisition & Construction	$13,353,336	$17,932	**$13,371,268**
91	Contracted Instructional Services between Public Schools	$30,960	$0	**$30,960**
95	Payments to Juvenile Justice Alt Ed Program	$0	$0	**$0**
97	Tax Increment Financing	$0	$0	**$0**
99	Other Intergovernmental Charges	$3,187,301	$0	**$3,187,301**
	Total Budgeted Expenditures	**$869,731,863**	**$32,629,184**	**$902,361,047**
	Total Deficit	**($43,559,741)**	**$7,205,394**	**($36,354,347)**
	Beginning Fund Balance (Unaudited)	328,546,390		**328,546,390**
	Fund Balance-Ending (Unaudited)	**$284,986,649**	**$7,205,394**	**$292,192,043**

FORT WORTH INDEPENDENT SCHOOL DISTRICT

SUMMARY OF 2025-2026 BUDGET AMENDMENTS
CONSOLIDATED GENERAL FUND

	ORIGINAL	ADD/ SUBTRACT	7/31/2025
Revenue and Other Sources			
5700 Local Revenue	$457,911,481	-$46,456,065	$411,455,416
5800 State Revenue	$360,143,391	$86,290,643	$446,434,034
5900 Federal Revenue	$7,517,250		$7,517,250
7900 Other Sources	$600,000		$600,000
Total Revenue & Other Sources	$826,172,122	$39,834,578	$866,006,700
Expenditures			
11 Instruction	$486,260,339	$25,853,365	$512,113,704
12 Instructional Resources and Media Services	$10,893,509	$291,017	$11,184,526
13 Curriculum and Instructional Staff Development	$10,071,313	$856,497	$10,927,810
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36 Cocurricular/Extracurricular Activities	$21,466,336	$232,535	$21,698,871
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51 Plant Maintenance and Operations	$97,181,544	$898,706	$98,080,250
52 Security and Monitoring Services	$18,781,032	$186,505	$18,967,537
53 Data Processing Services	$29,925,515	$269,143	$30,194,658
61 Community Services	$4,143,198	$112,980	$4,256,178
71 Debt Service	$2,100,000		$2,100,000
81 Facilities Acquisition & Construction	$13,353,336	$17,932	$13,371,268
91 Contracted Instructional Services between Public Schc	$30,960		$30,960
95 Payments to Juvenile Justice Alt Ed Program			
97 Tax Increment Financing			
99 Other Intergovernmental Charges	$3,187,301		$3,187,301
Total Budgeted Expenditures	$869,731,863	$32,629,184	$902,361,047
Total Deficit	-$43,559,741	$7,205,394	-$36,354,347
Beginning Fund Balance Unaudited)	$328,546,390		$328,546,390
Fund Balance - Ending (Unaudited)	**$284,986,649**	**$7,205,394**	**$292,192,043**

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE MEASURES OF ACADEMIC PROGRESS (NWEA) GROWTH FOR MATH, READING, SCIENCE, AND MAP READING FLUENCY PROGRESS MONITORING FOR 2025-2026 SCHOOL YEAR

BACKGROUND:

North West Evaluation Association (NWEA) Measures of Academic Progress (MAP) Growth and Progress Monitoring System was selected in 2017 to provide a single-vertically aligned system for mathematics with a standardized assessment measure for each student three (3) times per year: 1) Beginning of the year, 2) Middle of the year, 3) and End of the Year, as well on-going progress monitoring of student mathematics along with goal setting and teacher instructional resources for use in targeted instruction during core learning time. The Board approved the initial contract on August 8, 2017. The current action agenda item is for one (1) year for the 2025-2026 school year for grades Kindergarten (K) - 12. NWEA MAP Growth is administered for Reading for all students in K - 8, Science in grades 4-8, high school subjects of English I, English II, Algebra I, Biology, Geometry, and Algebra II. Furthermore, it allows teachers to monitor and support academic and student growth development, which aligns with the student outcome goals established by the Board of Trustees. Lastly, teachers and students are already familiar with the NWEA MAP suite, which will streamline efficiency in implementation and integration.

NWEA MAP Fluency Progress Monitoring System was selected by a District committee led by the Early Learning Department to provide a robust early literacy assessment in a single-vertically aligned system for literacy in grades K-2 and with a standardized assessment measure for each student three (3) times per year, as well on-going progress monitoring of student literacy along with goal setting and teacher instructional resources for use in targeted small group instruction during the core learning time. Students in grades 3-5 and grade 7 who receive targeted tier 2 or tier 3 support will also participate. The results from MAP Fluency and MAP Growth complement each other to provide a more robust picture of student learning and needs. Renewal for each component: mathematics growth, reading growth, science growth, and Literacy/fluency progress will be brought to the Board annually for review and approval.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve Measures of Academic Progress MAP Growth for Math, Reading, and Science, and (MAP) Reading Fluency Progress Monitoring for the 2025 - 2026 School Year
2. Decline to Approve Measures of Academic Progress MAP Growth for Math, Reading, and Science, and (MAP) Reading Fluency Progress Monitoring for the 2025 - 2026 School Year
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Measures of Academic Progress MAP Growth for Math, Reading, and Science, and (MAP) Reading Fluency Progress Monitoring for the 2025 - 2026 School Year

FUNDING SOURCE:	***Additional Details***
General Fund	199-31-6399-114- $759,514.75 199-31-6299-114- $203,920.00 199-31-6339-114- $100,000.00

COST:

$1,063,434.75

VENDOR(S)/PROVIDER(S):

Northwest Evaluation Association (NWEA)

PURCHASING MECHANISM:

Cooperative Agreement
EPCNT RFP 2011-18 Addendum 1

This purchase is in accordance with the Texas Education Code section 44.031 (a)(4) regarding school district purchases made through a Cooperative Agreement. Pricing obtained through Denton ISD, RFP 2011-18. The recommended vendor is listed above.

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

Students enrolled in mathematics and reading in grades K-8, in English I, English II, Algebra 1, Biology, Geometry, and Algebra II in high school courses, students in grades 4-8 science, and in early literacy in grades K-3 at all campuses.

RATIONALE:

This purchase will provide a differentiated platform for mathematics and reading (Grade K-8), English I, English II, Algebra I, Biology, Geometry, and Algebra II in high school courses, elementary and middle school science, and early literacy/fluency (Grade K-3) to assess students' performance levels and monitor student progress in academic achievement and growth. Closing the gap for struggling learners, while meeting the needs of on-level and higher-performing students, requires implementing a solution that differentiates strategically to identify and meet the unique needs of each student so that each student continues to grow. In addition, these assessment results will provide teachers with skills-specific information on students' areas of strength and weakness.

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

Docusign Envelope ID: 499EFA6B-ABE7-4602-9B55-BC35EDFD7882

nwea

SALES ORDER

Order Date: 04/29/2025
Order #: 00116429
Start Date: 09/01/2025
End Date: 08/31/2026

Prepared For

Account Name: Fort Worth ISD
Agency Code: 7368
Primary Contact: Nancy Sticksel
Email: nancy.sticksel@fwisd.org

Customer Information

Fort Worth ISD
7060 Camp Bowie Blvd
Fort Worth, TX 76116
United States

Bill-To Information

Fort Worth ISD
7060 Camp Bowie Blvd.
Fort Worth, TX 76116
United States

NWEA Sales Point of Contact

Melissa Floyd
melissa.floyd@hmhco.com
(214) 763-8163

Products & Services

Product	Catalog Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth K-12	$14.50	$11.25	54,083	$608,433.75	-$175,769.75
MAP Growth K-12 (Single Subject Math)	$10.00	$8.00	5,502	$44,016.00	-$11,004.00
MAP Reading Fluency Add-on for Bundle price (incl. English & Spanish)	$7.00	$5.00	28,548	$142,740.00	-$57,096.00
MAP Growth Science (Add-On)	$2.75	$2.50	24,122	$60,305.00	-$6,030.50
Growth Report +1hr Virtual Consulting	$4,000.00	$3,400.00	1	$3,400.00	-$600.00
Growth Report +1hr Virtual Consulting	$4,000.00	$0.00	1	$0.00	-$4,000.00
Instructional Report + 2hr Virtual Consulting	$15,000.00	$15,000.00	2	$30,000.00	-$0.00
MG: Reports for Leaders- Analyze Start of Year Data (virtual, 1-hour session, up to 30 participants)	$630.00	$630.00	2	$1,260.00	-$0.00
MG: Reports for Leaders- Analyze Growth Data (1-hour session, up to 30 participants)	$630.00	$630.00	2	$1,260.00	-$0.00
MRF: Reports for Leaders- Analyze Start of Year Data (Virtual, 1-hour session, up to 30 participants)	$630.00	$630.00	2	$1,260.00	-$0.00
MRF: Reports for Leaders- Analyze Growth Data (1-hour session, up to 30 participants)	$630.00	$630.00	2	$1,260.00	-$0.00

Docusign Envelope ID: 499EFA6B-ABE7-4602-9B55-BC35EDFD7882

Product	Catalog Price	Sales Price	Quantity	Total Price	Item Discount
MG and MRF: Responsive Planning (Onsite, 3-hour session, up to 35 participants)	$2,100.00	$1,750.00	2	$3,500.00	-$700.00
MAP: Triangulating Data for Instructional Insight (Onsite, 3-hour session, up to 35 participants)	$2,100.00	$1,750.00	2	$3,500.00	-$700.00
MAP: Connecting Assessment to Instructional Planning (Onsite, 3-hour session, up to 35 participants)	$2,100.00	$1,750.00	2	$3,500.00	-$700.00
MAP: Action Planning with MAP Data (Onsite, 3-hour session, up to 35 participants)	$2,100.00	$1,750.00	2	$3,500.00	-$700.00
MAP Growth- Foundations Online – Bundle Add-on	$750.00	$750.00	1	$750.00	-$0.00
MAP Reading Fluency- Foundations Online – Bundle Add-on	$750.00	$750.00	1	$750.00	-$0.00
Certified Trainer - Initial - Up to 10 - Two Workshop Certs Blended	$54,000.00	$54,000.00	1	$54,000.00	-$0.00
Licensed Materials (workshop intellectual property) (1 year license)	$5,000.00	$5,000.00	20	$100,000.00	-$0.00

Discount	-$257,300.25
Subtotal	$1,063,434.75
Estimated Tax	$0.00
Grand Total	**$1,063,434.75**

Notes

CTPA Pricing from Denton RFP 2011-18.

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at https://support.hmhco.com/s/article/Billing-and-Invoices. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at https://www.hmhco.com/terms-of-purchase (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Docusign Envelope ID: 499EFA6B-ABE7-4602-9B55-BC35EDFD7882

Signature

Customer Signature: Nancy Sticksel

Customer Printed Name: Nancy Sticksel

Date: 05/29/2025

Customer Title: Associate Superintendent

Approved:

Dr. Karen Molinar, Supt. of Schools

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE PURCHASE OF ASSESSMENT COORDINATION

BACKGROUND:

Testhound is a comprehensive K-12 assessment coordination software designed to streamline the management of student testing accommodations, campus testing schedules, and materials tracking for state and local assessments. This robust platform allows camps and district administrators to efficiently organize assessment schedules and manage individual student accommodations to ensure smooth and efficient test administration. Implementation of this tool will aid campus administrators in ensuring students receive the correct accommodations during testing and avoid testing irregularities. The contract would begin July 1, 2025, and run through June 30, 2026.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

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

SUPERINTENDENT'S RECOMMENDATION:

Approve Purchase of Assessment Coordination Software

FUNDING SOURCE:	***Additional Details***	
General Fund	199-31-6399-114	$127,908.00
	199-31-6299-114	$6,000.00

COST:
$133,908.00
VENDOR(S)/PROVIDER(S):

Education Advanced, Inc.

PURCHASING MECHANISM:

Cooperative Agreement
Contract #24804

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

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

RATIONALE:

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

INFORMATION SOURCE:

Dr. Karen Molinar, Superintendent

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE 2025-2026 STUDENT CODE OF CONDUCT

BACKGROUND:

Chapter 37.001 of the Texas Education Code states that each school district shall, with the advice of a district-level committee, adopt a Student Code of Conduct. It also states that the Student Code of Conduct shall stand as an authoritative document on its own and with Board adoption has the force of local policy. The content of the Student Code of Conduct is required by law and communicates to students, parents, school staff and the community exactly what is expected of students and how misconduct will be handled.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the 2025-2026 Student Code of Conduct
2. Decline to Approve the 2025-2026 Student Code of Conduct
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the 2025-2026 Student Code of Conduct

FUNDING SOURCE: ***Additional Details***

No Cost

COST:

No Cost

VENDOR(S)/PROVIDER(S):

Not Applicable

PURCHASING MECHANISM:

Not a Purchase

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

All Fort Worth ISD Schools
Stakeholders
Student Discipline and Placement

RATIONALE:

The Student Code of Conduct is a mandated document under the Texas Education Code Chapter 37.001

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

CONSENT AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE THE CONTRACT FOR A READING AND MATHEMATICS DIGITAL RESOURCE

BACKGROUND:

Fort Worth ISD seeks a district-wide partnership with Curriculum Associates to provide i-Ready as a comprehensive, adaptive digital learning platform for students in Kindergarten through Grade 8. This resource will serve as a Tier 2 and Tier 3 intervention and enrichment tool in both Reading and Math, with content available in English and Spanish to support the diverse linguistic needs of our student population.

i-Ready offers targeted, data-driven instruction that aligns to TEKS and complements core curriculum by addressing learning gaps, accelerating growth, and providing differentiated support based on individual student needs. The program includes embedded diagnostic assessments, personalized learning pathways, and detailed reports to inform instructional planning and reteach strategies.

In addition to student-facing content, this purchase includes access to Teacher Toolbox, a robust bank of print and digital instructional resources in Reading, Math, and Science. These tools will empower educators to deliver small-group instruction, reteach essential skills, and extend learning for students who are ready to go deeper. The optional science component supports the district's broader efforts to integrate standards-aligned supplemental resources across content areas.

This purchase ensures that FWISD campuses will to have cohesive access to a high-impact resource that supports targeted intervention, differentiated instruction, and equitable access to grade-level learning for all students.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve the Contract for a Reading and Mathematics Digital Resource
2. Decline to Approve the Contract for a Reading and Mathematics Digital Resource
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve the Contract for a Reading and Mathematics Digital Resource

FUNDING SOURCE:	***Additional Details***	
Special Revenue	410-11-6321-800	$1,558,568.00
	410-116321-817	$ 350,000.00

COST:

$1,908,568

VENDOR(S)/PROVIDER(S):

Curriculum Associates

PURCHASING MECHANISM:

Competitive Solicitation
RFP #25-050

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

Districtwide

RATIONALE:

i-Ready provides Fort Worth ISO with an adaptive, TEKS-aligned platform to support targeted Tier 2 and Tier 3 instruction in Reading and Math for students in Kindergarten through Grade 8. With resources available in English and Spanish, i-Ready addresses learning gaps, supports accelerated growth, and offers enrichment opportunities. The inclusion of Teacher Toolbox ensures educators have access to high-quality instructional materials in Reading, Math, and Science to support small-group instruction, reteach essential skills, and extend student learning. This resource plays a critical role in the district's effort to provide differentiated, equitable, and data-informed instruction across content areas.

INFORMATION SOURCE:

Mohammed Choudhury, Deputy Superintendent of Learning & Leading

Curriculum Associates

RFP25-050

Prepared For:
Mary Jane Bowman
Ft Worth ISD
7060 Camp Bowie Blvd,
Fort Worth, TX 76116

Exhibit A & B

Pilot Quote

6/23/2025

Dear Mary Jane Bowman,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and i-Ready Partner Services included. If you have any questions or would like any changes, please contact us.

Implementation Starting: 2025-2026 Quote ID: 422006.7 Quote Valid through: 12/31/2025

Product	List Price	Net Price
i-Ready	$1,948,210.00	$1,558,568.00
Toolbox	$0.00	$0.00
Professional Learning	$401,500.00	$350,000.00
i-Ready Partners Services	$206,000.00	$0.00
	List Total:	$2,555,710.00
	Savings:	$647,142.00
	Shipping/Tax/Other:	$0.00
	Total:	$1,908,568.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Tracie Sullivan
(940) 315-9219
tsullivan@cainc.com

i-Ready Partners Services Includes:

- *Initial Implementation Services: Provisioning, Initial Rostering, Hosting, Technology Assessment*
- *Implementation Management: Partner Success Manager You Know On A First Name Basis, Implementation Guidance, Realtime Achievement Data After Every Assessment, Ongoing Data Management*
- *Staff Development Consultation and Resources: Consultative services to help you plan and make the most of Professional Learning sessions; Access to Online Educator Learning (OEL) Digital Courses, and i-Ready Central Self-Service Resources*
- *Technical Support: Proactive Network Monitoring & Issue Notification, Annual Health Check, Technical Support*

Please submit this pilot quote with your purchase order only if there are paid items on this quote.

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE ELECTRICITY AGREEMENT

BACKGROUND:

On September 24, 2024, the board approved authorizing the superintendent to initiate negotiations through the Texas Association of School Boards (TASB) Energy Cooperative. In a bid to secure reliable and cost-effective energy, Operations is now seeking approval for the electricity agreement that was executed on April 17, 2025. The District participated in a strategic PowerBuy event, successfully securing an electricity agreement for 84 months. The current electricity contract is set to expire in April 2026; this new agreement promises to provide essential services from May 2026 through April 2033. Based on the District's current electricity usage, the electricity cost is anticipated at $21,148,149. This is a crucial opportunity to ensure stable and efficient energy solutions for our district, paving the way for a sustainable future.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Electricity Agreement
2. Decline to Approve Electricity Agreement
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Electricity Agreement

FUNDING SOURCE:	***Additional Details***
General Fund	199-51-6257-414

COST:

Annually $21,148,149

VENDOR(S)/PROVIDER(S):

Direct Energy Business, LLC

PURCHASING MECHANISM:

Cooperative Agreement

TASB Contract # 1-489PWYG

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

All District Facilities

RATIONALE:

Fluctuations in energy prices and evolving regulatory requirements made it crucial to lock into an electricity agreement as soon as possible. Locking in best price in spring as seemed to be the best timing for the execution of this agreement. Factors considered with this agreement were the bond projects tied to middle schools and the adoption of the Master Facilities Plan.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

PowerSupply
Coordination® Service
Agreement PowerBuy

POWERBUY CONFIRMATION LETTER

Dear Ms. Spencer,

Thank you for your participation in our PowerBuy online purchasing event. As is required by the Pricing Attachment to the Commercial Electricity Services Agreement executed by Fort Worth ISD we are pleased to confirm that the following price was achieved April 17, 2025 via Direct Energy Business' PowerBuy event.

Contract ID: 1-489PWYG
Term: 84 months
Final Executed Price: $.06506/kWh

This price represents **$2,558,192** of additional savings from your strike price of $.06801/kWh

Shortly, our Welcome Team will be sending you a fully executed copy of your contract and a Welcome Kit that includes several other communications explaining the details around your product and service with us.

If you have any questions in the meantime, please do not hesitate to contact our Direct Energy TASB Care Team at 800.959.2161 or by email at TASBservice@directenergy.com.

On behalf of TASB, Direct Energy Business and our team, thank you again for the opportunity to continue serving you and Fort Worth ISD.

Sincerely,

Paige Maher

Docusign Envelope ID: 1A7F2D91-8786-4D3A-AFC0-C51DE37970C9

ATTACHMENT B "OFFER SHEET" TO THE COMMERCIAL ELECTRICITY SERVICES AGREEMENT

dated April 16, 2025, between
DIRECT ENERGY BUSINESS LLC
and
Fort Worth ISD from the meter read(s) May 2026 ("Expected Start Month") to the meter read(s) April 2033
Texas Fixed Price

Customer, who is referred to as "we" or "our" herein, shall execute and return this Offer Sheet prior to the expiration date and to the e-fax number, set forth herein. This completed Offer Sheet shall constitute an offer by Customer to DE, committing Customer to the offer specified below. The Offer Sheet shall be deemed accepted by DE and this Agreement shall be effective upon the earlier of (i) DE notifying Customer in writing of DE's acceptance of Customer's offer or (ii) any action by DE to purchase a physical or financial hedge for all or a portion of the electric energy covered by the Offer Sheet and consistent with the terms of such Offer Sheet (the "Effective Date"). Acceptance by DE under option (ii) shall be promptly followed by written confirmation. Upon acceptance of the Offer Sheet by DE, the Offer Sheet shall constitute a part of and be deemed incorporated into this Commercial Electricity Services Agreement.

1. Energy Price*:

KS _____ We agree to an electricity supply term beginning May (Expected Start Month) and continuing for 84 months provided that the Energy Price (excluding pass-through charges) is at or below $ **0.06801** per kWh. We understand that by completing this offer, We are submitting an offer to DE for the purchase of electricity service solely for the ESI IDs listed below in accordance with this Offer Sheet that may be accepted by DE via the terms of the Agreement in its sole discretion. We are agreeing to pay for such electricity service. If DE is able to acquire electricity at price lower than the price for electricity service above, then such lower price shall be regarded as the "Energy Price" for the ESI IDs served under this Offer Sheet. If DE accepts this Offer via option (ii) of the acceptance clause above, it shall provide us a Confirmation setting forth the executed Energy Price within five (5) business days of DE's acceptance of this Offer. DE shall have until the close of business on **May 15, 2025**, to achieve the Energy Price as described above. If DE does not achieve the Energy Price by that date, this Offer Sheet shall be null and void.

Printed Name: Kellie Spencer

Signature: Kellie Spencer _____

2. Energy Price and product description: The Energy Price is a fixed price and will not change during the delivery Term, except as permitted under the terms of this Agreement. The Energy Price includes, but is not limited to, the price for the Energy Commodity, Electricity Related Charges, and the Cooperative Fee. The Energy Price does not include certain pass-through charges which will be passed through to Customer to be paid by Customer in addition to the Energy Price. Pass-through charges for this Offer Sheet consist of Delivery Charges, Taxes, Non-Recurring Charges, Default Securitization Charges, Uplift Securitization Charges and Nodal Congestion. Customer has directed DE to use DE's PowerBuy tool to shop and purchase the Energy Commodity portion of its electricity services on the wholesale electricity market ("PowerBuy Event") for the ultimate benefit of the Customer using a reverse RFP process ("RFP"). Customer understands and acknowledges that DE, in its sole discretion will determine the wholesale electricity prices to be used in the PowerBuy Event

that are in turn necessary for DE to provide Customer's electricity service at or below the Energy Price stated above. Customer will be sent an email with certain details regarding the PowerBuy Event that it must confirm in writing in order for such event to begin. If DE is not able to purchase the Energy Commodity at or below the Wholesale Price during the course of the PowerBuy Event then the PowerBuy Event shall be declared null and void.

3. Customer acknowledges that with this Offer Sheet Customer is authorizing DE to purchase electricity service as described in the Energy Price section of the Agreement on Customer's behalf and Customer is agreeing to pay for same for the ESI IDs when the Energy Price is achieved.

4. ESI IDs (listed separately and attached hereto)

ESI ID	Service Address	TDSP	Utility Rate-Class	Historical Annual Usage (kWh)
10443720007417138	1003 W CANNON ST ODLT SECUR, FORT WORTH TX 76104	Oncor	B0	609
10443720005602553	1003 W CANNON ST, FORT WORTH TX 76104	Oncor	E8	2,552,414
10443720002983394	10117 WESTPARK DR, BENBROOK TX 76126	Oncor	D0	797,365
10443720005779511	10202 JERRY DUNN PKWY PORT, BENBROOK TX 76126	Oncor	D6	15,343
10443720000900488	10202 JERRY DUNN PKWY, BENBROOK TX 76126	Oncor	DQ	601,589
10443720005557102	10351 ORCHARD WAY, FORT WORTH TX 76126	Oncor	D0	933,471
10443720001463927	1050 BRIDGEWOOD DR, FORT WORTH TX 76112	Oncor	D0	986,481
10443720006691398	1101 NASHVILLE AVE BLDG PTBL, FORT WORTH TX 76105	Oncor	D0	46,074
10443720005601220	1101 NASHVILLE AVE, FORT WORTH TX 76105	Oncor	E8	1,017,374
10443720008672204	1108 CARLOCK ST UNIT POL2, FORT WORTH TX 76110	Oncor	D6	49,196
10443720008945316	1108 CARLOCK ST UNIT POLE, FORT WORTH TX 76110	Oncor	B0	6,286
10443720005601189	1200 CARLOCK ST, FORT WORTH TX 76110	Oncor	EW	535,765
10443720008626781	1201 E JEFFERSON AVE BLDG PTBL, FORT WORTH TX 76104	Oncor	B0	3,170
10443720007855385	1204 E BROADUS AVE BLDG 111, FORT WORTH TX 76115	Oncor	D0	710,761
10443720007821130	1204 E BROADUS AVE BLDG GYM, FORT WORTH TX 76115	Oncor	D6	15,754
10443720002983146	1204 E BROADUS AVE BLDG SKOOL, FORT WORTH TX 76115	Oncor	D6	31,461

10443720000500874	121 OVERCREST DR ODLT, BENBROOK TX 76126	Oncor	D6	64,077
10443720002983549	1212 ELMWOOD AVE, FORT WORTH TX 76104	Oncor	DQ	628,854
10443720007755815	1300 CONNER AVE BLDG GYM, FORT WORTH TX 76105	Oncor	D6	23,716
10443720001739152	1300 CONNER AVE MAIN TRANSFORMER, FORT WORTH TX 76105	Oncor	E8	2,002,691
10443720007743724	1300 CONNER AVE PARK BBALL, FORT WORTH TX 76105	Oncor	D6	42,806
10443720005602150	1300 CONNER AVE, FORT WORTH TX 76105	Oncor	DC	84,292
10443720002953673	1300 DUTCH BRANCH PARK FIELD, BENBROOK TX 76126	Oncor	D6	69,992
10443720005603142	1300 FOCH ST, FORT WORTH TX 76107	Oncor	D0	15,497
10443720005602119	1301 CONNER AVE, FORT WORTH TX 76105	Oncor	D0	59,271
10443720005603080	1301 S UNIVERSITY DR, FORT WORTH TX 76107	Oncor	DQ	476,820
10443720005599856	1324 KINGS HWY, FORT WORTH TX 76117	Oncor	DC	44,859
10443720005599887	1324 KINGS HWY, HALTOM CITY TX 76117	Oncor	DQ	429,049
10443720008352811	1333 W SPURGEON ST STE B, FORT WORTH TX 76115	Oncor	D6	18,133
10443720005599577	1333 W SPURGEON ST, FORT WORTH TX 76115	Oncor	D0	800,777
10443720005603111	1400 FOCH ST, FORT WORTH TX 76107	Oncor	D0	99,827
10443720009153192	1401 W SEMINARY DR SPRK, FORT WORTH TX 76115	Oncor	B0	2,266
10443720009825835	1401 W SEMINARY DR, FORT WORTH TX 76115	Oncor	D0	741,634
10443720005602398	1408 MAYDELL ST, FORT WORTH TX 76106	Oncor	B0	4,518
10443720000313817	1411 I M TERRELL CIR S, FORT WORTH TX 76102	Oncor	D0	845,418
10443720005602367	1411 MAYDELL ST BLDG GYM, FORT WORTH TX 76106	Oncor	DQ	127,417
10443720005602305	1411 MAYDELL ST BLDG MAIN, FORT WORTH TX 76106	Oncor	E8	1,043,460
10443720002802828	1411 MAYDELL ST BLDG PTBL 3, FORT WORTH TX 76106	Oncor	DJ	109,707
10443720005602336	1411 MAYDELL ST BLDG VOCAT, FORT WORTH TX 76106	Oncor	B0	12

10443720000273130	1411 MAYDELL ST FIELD HOUSE, FORT WORTH TX 76106	Oncor	DJ	44,048
10443720008224318	1411 MAYDELL ST ODLT, FORT WORTH TX 76106	Oncor	D6	10,222
10443720006093409	1411 MAYDELL ST PARK BBALL, FORT WORTH TX 76106	Oncor	D6	70,254
10443720007834553	1411 MAYDELL ST, FORT WORTH TX 76106	Oncor	B0	12
10443720002982588	1412 DENVER AVE, FORT WORTH TX 76164	Oncor	DQ	518,640
10443720005100771	1419 COLLEGE AVE GYM, FORT WORTH TX 76104	Oncor	DC	32,759
10443720000326234	1419 COLLEGE AVE KITCHEN, FORT WORTH TX 76104	Oncor	DJ	116,626
10443720005599143	1419 COLLEGE AVE, FORT WORTH TX 76104	Oncor	DQ	339,913
10443720006085535	1501 W SEMINARY DR BLDG BACK, FORT WORTH TX 76115	Oncor	D0	6,828
10443720005601158	1501 W SEMINARY DR BLDG MAIN, FORT WORTH TX 76115	Oncor	EW	892,453
10443720006686749	1501 W SEMINARY DR, FORT WORTH TX 76115	Oncor	D6	32,524
10443720005603235	1521 MAYDELL ST, FORT WORTH TX 76106	Oncor	D6	16,607
10443720007959480	1600 BOLTON ST BLDG METRB, FORT WORTH TX 76111	Oncor	G0	12
10443720006911714	1600 BOLTON ST PARK BBALL, FORT WORTH TX 76111	Oncor	D6	43,669
10443720005601313	1600 BOLTON ST, FORT WORTH TX 76111	Oncor	E8	1,158,202
10443720005600414	1605 GRADY LEE ST BLDG GYM, FORT WORTH TX 76134	Oncor	D0	28,192
10443720006404988	1605 GRADY LEE ST, FORT WORTH TX 76134	Oncor	DC	51,226
10443720005600321	1809 NE 36TH ST, FORT WORTH TX 76106	Oncor	D0	735,436
10443720009769570	1850 BARRON LN BLDG PORT, FORT WORTH TX 76112	Oncor	B0	12
10443720005601034	1850 BARRON LN, FORT WORTH TX 76112	Oncor	D0	532,538
10443720009487070	1850 I M TERRELL WAY, FORT WORTH TX 76102	Oncor	E8	1,377,818
10443720008040053	1855 LAS VEGAS TRL, FORT WORTH TX 76108	Oncor	D0	97,476
10443720005599515	2000 DEWEY ST UNIT MTR, FORT WORTH TX 76106	Oncor	D0	586,121
10443720006489308	2000 DEWEY ST UNIT POLE, FORT WORTH TX 76106	Oncor	DJ	36,218

10443720006070562	2000 PARK PLACE AVE UNIT PLYGR, FORT WORTH TX 76110	Oncor	B0	12
10443720008970176	2000 PARK PLACE AVE, FORT WORTH TX 76110	Oncor	D0	597,292
10443720007821254	2001 DEWEY ST, FORT WORTH TX 76106	Oncor	DJ	41,561
10443720005601251	2001 EDERVILLE RD S BLDG MAIN, FORT WORTH TX 76103	Oncor	EW	601,660
10443720005601282	2001 EDERVILLE RD S BLDG PTBL, FORT WORTH TX 76103	Oncor	D0	13,356
10443720006109992	2001 EDERVILLE RD S TEMP, FORT WORTH TX 76103	Oncor	DJ	33,273
10443720007868808	2001 EDERVILLE RD S, FORT WORTH TX 76103	Oncor	DJ	151,635
10443720009043870	2001 EDERVILLE RD, FORT WORTH TX 76103	Oncor	B0	13,220
10443720009546590	201 N BAILEY AVE BLDG PTBL, FORT WORTH TX 76107	Oncor	B0	6,566
10443720005602677	201 N BAILEY AVE, FORT WORTH TX 76107	Oncor	D0	203,065
10443720008606848	201 OVERCREST DR, BENBROOK TX 76126	Oncor	E8	1,297,027
10443720008330183	2100 CANTON DR, FORT WORTH TX 76112	Oncor	D0	25,237
10443720002983704	2100 CLOVER LN, FORT WORTH TX 76107	Oncor	E8	788,539
10443720006091425	2100 LINCOLN AVE, FORT WORTH TX 76164	Oncor	B0	12
10443720002982557	2105 LINCOLN AVE, FORT WORTH TX 76164	Oncor	D0	598,410
10443720007499972	215 NE 14TH ST, FORT WORTH TX 76164	Oncor	D0	649,922
10443720001847428	2208 HANDLEY DR, FORT WORTH TX 76112	Oncor	D0	95,908
10443720008642849	2211 MCKINLEY AVE BLDG CNCES, FORT WORTH TX 76164	Oncor	D6	52,910
10443720002983952	2211 MCKINLEY AVE BLDG TRACK, FORT WORTH TX 76164	Oncor	DJ	68,719
10443720006034387	2211 MCKINLEY AVE PTBL N, FORT WORTH TX 76164	Oncor	D6	49,349
10443720007257986	2211 MCKINLEY AVE UNIT SHED, FORT WORTH TX 76164	Oncor	D6	17,048
10443720002983921	2211 MCKINLEY AVE, FORT WORTH TX 76164	Oncor	E8	1,608,911
10443720005504895	2221 WEILER BLVD GRDL 1, FORT WORTH TX 76112	Oncor	R0	835
10443720005504926	2221 WEILER BLVD GRDL 2, FORT WORTH TX 76112	Oncor	R4	3,580

10443720008296515	2221 WEILER BLVD UNIT PAD, FORT WORTH TX 76112	Oncor	DQ	224,966
10443720001679873	2221 WEILER BLVD, FORT WORTH TX 76112	Oncor	D0	23,162
10443720001000136	2224 E LANCASTER AVE, FORT WORTH TX 76103	Oncor	D0	89,329
10443720009880452	2291 MCKINLEY AVE, FORT WORTH TX 76164	Oncor	DQ	558,322
10443720005600848	2300 DILLARD ST BLDG SKOOL, FORT WORTH TX 76105	Oncor	DQ	566,488
10443720008617427	2300 DILLARD ST, FORT WORTH TX 76105	Oncor	DC	22,600
10443720005465650	2300 HEMPHILL ST GRDL, FORT WORTH TX 76110	Oncor	R0	840
10443720002673610	2300 HEMPHILL ST, FORT WORTH TX 76110	Oncor	DQ	102,895
10443720008457715	2308 HEMPHILL ST, FORT WORTH TX 76110	Oncor	DJ	348,073
10443720003924336	2309 LIPSCOMB ST, FORT WORTH TX 76110	Oncor	DJ	298,763
10443720005599236	2315 COLLEGE AVE, FORT WORTH TX 76110	Oncor	DQ	329,403
10443720005599298	2315 COLLEGE PERM, FORT WORTH TX 76110	Oncor	D0	166,053
10443720005727527	2400 E SEMINARY DR FIELD HSE, FORT WORTH TX 76119	Oncor	DQ	194,224
10443720000494116	2400 E SEMINARY DR PB2, FORT WORTH TX 76119	Oncor	B0	12
10443720002984107	2400 E SEMINARY DR UNIT 1, FORT WORTH TX 76119	Oncor	E8	1,651,400
10443720007805878	2400 E SEMINARY DR UNIT 2, FORT WORTH TX 76119	Oncor	DQ	434,464
10443720009627807	2500 JEWELL KELLY DR, FORT WORTH TX 76112	Oncor	D0	29,598
10443720005601065	2501 COOKS LN, FORT WORTH TX 76120	Oncor	E8	502,661
10443720009239992	2501 STALCUP RD BLDG PORT, FORT WORTH TX 76119	Oncor	DQ	96,036
10443720005556325	2501 STALCUP RD GRDL, FORT WORTH TX 76119	Oncor	QG	5,771
10443720005601809	2501 STALCUP RD, FORT WORTH TX 76119	Oncor	E8	1,056,536
10443720002982495	2601 EVANS AVE REAR BLDG, FORT WORTH TX 76104	Oncor	DC	109,023
10443720002982433	2601 EVANS AVE, FORT WORTH TX 76104	Oncor	EW	629,432
10443720002982526	2613 ROOSEVELT AVE, FORT WORTH TX 76164	Oncor	E8	604,496

10443720005599732	2617 MIMS ST, FORT WORTH TX 76112	Oncor	D0	606,735
10443720009215510	2700 YUCCA AVE BLDG SKOOL, FORT WORTH TX 76111	Oncor	E8	696,509
10443720005831910	2700 YUCCA AVE PORTABLE, FORT WORTH TX 76111	Oncor	D6	10,993
10443720006223762	2749 PUTNAM ST BLDG GYM, FORT WORTH TX 76112	Oncor	DC	28,662
10443720006124686	2749 PUTNAM ST BLDG, FORT WORTH TX 76112	Oncor	D0	639,946
10443720000354989	2749 PUTNAM ST, FORT WORTH TX 76112	Oncor	B0	12
10443720007203332	2751 MISSISSIPPI AVE BLDG PTBL, FORT WORTH TX 76104	Oncor	D6	41,216
10443720008291152	2751 MISSISSIPPI AVE BLDG PTBL, FORT WORTH TX 76104	Oncor	DJ	57,567
10443720002983859	2751 MISSISSIPPI AVE, FORT WORTH TX 76104	Oncor	EW	715,405
10443720000128995	2751 YUMA AVE CLUB, FORT WORTH TX 76104	Oncor	D6	9,263
10443720000354950	2751 YUMA AVE PB1, FORT WORTH TX 76104	Oncor	B0	12
10443720002983580	2751 YUMA AVE, FORT WORTH TX 76104	Oncor	D0	528,407
10443720005601654	2801 PATINO RD, FORT WORTH TX 76112	Oncor	EW	796,650
10443720002973257	2804 LIPSCOMB ST, FORT WORTH TX 76110	Oncor	DJ	50,489
10443720002983642	2805 LAREDO DR BLDG MAIN, FORT WORTH TX 76116	Oncor	E8	602,215
10443720002983673	2805 LAREDO DR BLDG SKOOL, FORT WORTH TX 76116	Oncor	DJ	105,004
10443720009809532	2805 LAREDO DR BLDG SKOOL, FORT WORTH TX 76116	Oncor	DJ	43,581
10443720008353622	2951 HULEN ST KITCHEN, FORT WORTH TX 76109	Oncor	DQ	162,550
10443720003547048	2994 TRAIL DR, FORT WORTH TX 76107	Oncor	D0	13,754
10443720008829676	3000 FOREST AVE, FORT WORTH TX 76112	Oncor	D0	1,854,881
10443720002982712	3000 NW 26TH ST, FORT WORTH TX 76106	Oncor	E8	733,030
10443720005599484	3000 OSCAR AVE, FORT WORTH TX 76106	Oncor	B0	12
10443720006456357	3001 FOREST PARK BLVD BLDG SHED, FORT WORTH TX 76110	Oncor	D6	64,831
10443720000872905	3001 FOREST PARK BLVD CAFE, FORT WORTH TX 76110	Oncor	D0	450,858

10443720000355760	3001 FOREST PARK BLVD CLUB, FORT WORTH TX 76110	Oncor	DJ	215,926
10443720006751569	3001 FOREST PARK BLVD PKNG LGHTS, FORT WORTH TX 76110	Oncor	D6	35,180
10443720005601964	3001 FOREST PARK BLVD ROOM WEIGT, FORT WORTH TX 76110	Oncor	D0	130,236
10443720005602026	3001 FOREST PARK BLVD UNIT COURT, FORT WORTH TX 76110	Oncor	B0	13,213
10443720005601933	3001 FOREST PARK BLVD UNIT MTR, FORT WORTH TX 76110	Oncor	E8	2,494,823
10443720006570871	3001 FOREST PARK BLVD, FORT WORTH TX 76110	Oncor	D0	12,639
10443720005147499	3001 HULEN ST, FORT WORTH TX 76107	Oncor	DQ	1,039,960
10443720008603903	3009 BILGLADE RD BLDG PORTC, FORT WORTH TX 76133	Oncor	D0	30,965
10443720006353900	3009 BILGLADE RD BLDG SKOOL, FORT WORTH TX 76133	Oncor	B0	16,381
10443720008872828	3009 BILGLADE RD N, FORT WORTH TX 76133	Oncor	D0	795,515
10443720005600011	3020 BIGHAM BLVD BLDG SKOOL, FORT WORTH TX 76116	Oncor	DQ	561,904
10443720007749799	3020 BIGHAM BLVD BLDG SKOOL, FORT WORTH TX 76116	Oncor	DC	26,626
10443720005603173	3029 W LANCASTER AVE, FORT WORTH TX 76107	Oncor	B0	20,841
10443720005600600	3066 OVERTON PARK DR W, FORT WORTH TX 76109	Oncor	EW	572,695
10443720000476074	3136 BIGHAM BLVD UNIT C, FORT WORTH TX 76116	Oncor	DJ	78,585
10443720005601375	3150 BIGHAM BLVD, FORT WORTH TX 76116	Oncor	E8	782,951
10443720007364035	3150 MCCART AVE, FORT WORTH TX 76110	Oncor	D0	419,418
10443720000161425	3201 REFUGIO AVE UNIT PORT1, FORT WORTH TX 76106	Oncor	DC	25,602
10443720005602770	3201 REFUGIO AVE, FORT WORTH TX 76106	Oncor	EW	675,906
10443720008931635	3201 S HILLS AVE BLDG B, FORT WORTH TX 76109	Oncor	D6	25,861
10443720005600073	3201 S HILLS AVE, FORT WORTH TX 76109	Oncor	DQ	486,848
10443720007821285	3207 HOLLIS ST BLDG GYM, FORT WORTH TX 76111	Oncor	B0	12
10443720005599081	3207 HOLLIS ST, FORT WORTH TX 76111	Oncor	E8	687,202
10443720006749243	3207 HOLLIS ST, FORT WORTH TX 76111	Oncor	DJ	57,183

10443720000515034	3214 CLINTON AVE, FORT WORTH TX 76106	Oncor	DQ	410,042
10443720007821099	3220 HARDEMAN ST BLDG GYM, FORT WORTH TX 76119	Oncor	DQ	58,468
10443720007223048	3220 HARDEMAN ST, FORT WORTH TX 76119	Oncor	D0	741,930
10443720005601468	3221 PECOS ST BLDG 1, FORT WORTH TX 76119	Oncor	EW	1,177,508
10443720005601530	3221 PECOS ST BLDG SKOOL, FORT WORTH TX 76119	Oncor	DC	78,041
10443720009299024	3221 PECOS ST BLDG SKOOL, FORT WORTH TX 76119	Oncor	DC	32,672
10443720005726649	3221 PECOS ST TRLR A, FORT WORTH TX 76119	Oncor	D0	116,768
10443720008901553	3221 PECOS ST TRLR B, FORT WORTH TX 76119	Oncor	D0	146,785
10443720004145524	3221 PECOS ST TRLR C, FORT WORTH TX 76119	Oncor	D0	123,367
10443720006790350	3221 PECOS ST UNIT B, FORT WORTH TX 76119	Oncor	DJ	74,029
10443720005600724	3229 LINCOLN AVE BLDG GYM, FORT WORTH TX 76106	Oncor	DQ	585,221
10443720008893513	3229 LINCOLN AVE, FORT WORTH TX 76106	Oncor	DC	30,353
10443720002982619	3300 S HENDERSON ST, FORT WORTH TX 76110	Oncor	DQ	677,686
10443720005599608	3300 W CANTEY ST, FORT WORTH TX 76109	Oncor	DQ	421,194
10443720005602274	3301 YUCCA AVE BLDG GYM, FORT WORTH TX 76111	Oncor	D0	129,531
10443720000340198	3301 YUCCA AVE BLDG NEW, FORT WORTH TX 76111	Oncor	DJ	282,484
10443720000150505	3301 YUCCA AVE BLDG PTBL, FORT WORTH TX 76111	Oncor	B0	12
10443720003045094	3301 YUCCA AVE FINE ARTS BLDG, FORT WORTH TX 76111	Oncor	DQ	612,022
10443720006038291	3301 YUCCA AVE PARK BBALL, FORT WORTH TX 76111	Oncor	DJ	74,208
10443720000238614	3301 YUCCA AVE PKNG, FORT WORTH TX 76111	Oncor	B0	5,618
10443720005602243	3301 YUCCA AVE, FORT WORTH TX 76111	Oncor	E8	584,067
10443720000324268	3309 W LONG AVE BLDG PTBL, FORT WORTH TX 76106	Oncor	D0	8,928
10443720002776035	3309 W LONG AVE, FORT WORTH TX 76106	Oncor	DQ	521,632
10443720008291245	3316 AVENUE N BLDG PORT, FORT WORTH TX 76105	Oncor	D0	17,981

10443720003282108	3316 AVENUE N, FORT WORTH TX 76105	Oncor	E8	627,650
10443720006931990	3320 HEMPHILL ST BLDG SKOOL, FORT WORTH TX 76110	Oncor	B0	243
10443720007797912	3320 W CANTEY ST GRDL, FORT WORTH TX 76109	Oncor	R0	840
10443720006207270	3320 W CANTEY ST, FORT WORTH TX 76109	Oncor	B0	349
10443720007810807	3401 WALTON AVE BLDG GYM, FORT WORTH TX 76133	Oncor	D0	36,660
10443720005600972	3401 WALTON AVE, FORT WORTH TX 76133	Oncor	E8	581,932
10443720005600941	3409 STALCUP RD, FORT WORTH TX 76119	Oncor	DQ	453,380
10443720005599360	3410 CRENSHAW AVE, FORT WORTH TX 76105	Oncor	D0	562,690
10443720007215206	3501 BOSTON AVE, BENBROOK TX 76116	Oncor	D6	32,199
10443720009141823	3504 KIMBO RD, FORT WORTH TX 76111	Oncor	DQ	547,904
10443720005599918	3524 N CRUMP ST, FORT WORTH TX 76106	Oncor	DQ	459,350
10443720009106266	3600 BOSTON AVE BLDG PTBL, BENBROOK TX 76116	Oncor	DJ	73,054
10443720005539434	3600 BOSTON AVE FIRE PUMP, FORT WORTH TX 76116	Oncor	D0	150
10443720006005307	3600 BOSTON AVE UNIT BLFLD, BENBROOK TX 76116	Oncor	D6	38,702
10443720002984076	3600 BOSTON AVE, BENBROOK TX 76116	Oncor	E8	2,468,831
10443720005602739	3600 FOSSIL DR, FORT WORTH TX 76111	Oncor	DQ	400,008
10443720008291276	3600 WEBER ST, FORT WORTH TX 76106	Oncor	B0	12
10443720002983084	3601 MITCHELL BLVD, FORT WORTH TX 76105	Oncor	DQ	483,221
10443720008519870	3601 PECOS ST BLDG PTBL, FORT WORTH TX 76119	Oncor	B0	17,784
10443720006014202	3601 PECOS ST BLDG SHED, FORT WORTH TX 76119	Oncor	DC	28,791
10443720005600104	3601 PECOS ST, FORT WORTH TX 76119	Oncor	D0	634,698
10443720007821192	3604 CIMMARON TRL BLDG GYM, FORT WORTH TX 76116	Oncor	DQ	81,617
10443720000281289	3604 CIMMARON TRL PORTABLE 1, FORT WORTH TX 76116	Oncor	D6	42,325
10443720002983270	3604 CIMMARON TRL, FORT WORTH TX 76116	Oncor	DQ	670,736

10443720006771377	3604 SCHWARTZ AVE, FORT WORTH TX 76106	Oncor	DC	47,322
10443720005601716	3606 WEBER ST, FORT WORTH TX 76106	Oncor	E8	848,915
10443720002983611	3625 LONGVUE AVE, FORT WORTH TX 76116	Oncor	D0	86,654
10443720008464318	3710 DEEN RD, FORT WORTH TX 76106	Oncor	D0	568,666
10443720002983301	3800 ANGLIN DR BLDG SKOOL, FORT WORTH TX 76119	Oncor	D0	460,192
10443720002983332	3800 ANGLIN DR BLDG SKOOL, FORT WORTH TX 76119	Oncor	DJ	56,965
10443720005593749	3801 W 7TH ST UNIT B, FORT WORTH TX 76107	Oncor	DC	54,613
10443720000581653	3801 W 7TH ST UNIT C, FORT WORTH TX 76107	Oncor	DC	36,848
10443720002982402	3801 W 7TH ST, FORT WORTH TX 76107	Oncor	D0	449,267
10443720009908853	3813 VALENTINE ST STE B, FORT WORTH TX 76107	Oncor	DC	65,176
10443720005602646	3813 VALENTINE ST, FORT WORTH TX 76107	Oncor	DQ	391,809
10443720001151029	3816 STADIUM DR BLDG PTBL 2, FORT WORTH TX 76109	Oncor	D0	34,472
10443720005601096	3816 STADIUM DR, FORT WORTH TX 76109	Oncor	EW	1,117,000
10443720005601902	3908 MCCART AVE, FORT WORTH TX 76110	Oncor	D0	679,978
10443720008731158	3909 WILKIE WAY BLDG NEW, FORT WORTH TX 76133	Oncor	DJ	121,949
10443720005601561	3909 WILKIE WAY, FORT WORTH TX 76133	Oncor	EW	868,070
10443720005599949	4000 AVENUE N, FORT WORTH TX 76105	Oncor	DQ	645,325
10443720008360909	4000 HORNE ST COMO GYM, FORT WORTH TX 76107	Oncor	D0	34,078
10443720000156310	4000 HORNE ST PRTB, FORT WORTH TX 76107	Oncor	D6	27,402
10443720000435337	4000 HORNE ST PRTB2, FORT WORTH TX 76107	Oncor	D6	20,838
10443720005600755	4000 HORNE ST, FORT WORTH TX 76107	Oncor	E8	651,969
10443720005302504	4001 HORNE ST, FORT WORTH TX 76107	Oncor	B0	2,044
10443720009716594	4001 LITTLEPAGE ST, FORT WORTH TX 76107	Oncor	DQ	500,604
10443720007681506	401 E 8TH ST, FORT WORTH TX 76102	Oncor	D0	792,578

10443720005599205	401 SAMUELS AVE, FORT WORTH TX 76102	Oncor	D0	418,593
10443720008270201	4093 AVENUE N, FORT WORTH TX 76105	Oncor	A0	792
10443720009659830	4100 ALTAMESA BLVD BLDG PORTA, FORT WORTH TX 76133	Oncor	DC	60,411
10443720007258358	4100 ALTAMESA BLVD BLDG SHED, FORT WORTH TX 76133	Oncor	D6	21,199
10443720006890820	4100 ALTAMESA BLVD PKNG, FORT WORTH TX 76133	Oncor	B0	9,343
10443720007581810	4100 ALTAMESA BLVD UNIT SBALL, FORT WORTH TX 76133	Oncor	D6	23,604
10443720005601840	4100 ALTAMESA BLVD, FORT WORTH TX 76133	Oncor	E8	1,459,779
10443720007717466	4100 LUBBOCK AVE, FORT WORTH TX 76115	Oncor	D0	678,197
10443720009178993	4101 BIRCHMAN AVE PORT, FORT WORTH TX 76107	Oncor	D6	12,086
10443720002982805	4101 BIRCHMAN AVE, FORT WORTH TX 76107	Oncor	D0	655,791
10443720006565632	4108 EASTLAND ST BLDG SHED, FORT WORTH TX 76119	Oncor	D0	31,675
10443720008625208	4108 EASTLAND ST HLTS, FORT WORTH TX 76119	Oncor	B0	12
10443720005600476	4108 EASTLAND ST, FORT WORTH TX 76119	Oncor	D0	751,099
10443720000324237	4200 DORSEY ST, FOREST HILL TX 76119	Oncor	B0	5,326
10443720000782471	4200 LUBBOCK AVE GRDL, FORT WORTH TX 76115	Oncor	R0	2,520
10443720004949356	4200 LUBBOCK AVE SHOP, FORT WORTH TX 76115	Oncor	B0	19,061
10443720007423741	4200 LUBBOCK AVE STE A, FORT WORTH TX 76115	Oncor	D0	427,573
10443720007415621	4201 DORSEY ST UNIT MTR, FOREST HILL TX 76119	Oncor	DC	274,888
10443720002982867	4201 DORSEY ST, FOREST HILL TX 76119	Oncor	E8	424,069
10443720007312515	4212 BELDEN AVE BLDG SKOOL, FORT WORTH TX 76132	Oncor	D0	7,618
10443720008447547	4212 BELDEN AVE, FORT WORTH TX 76132	Oncor	DQ	393,235
10443720000324175	4300 CAMPUS DR BLDG PTBL, FORT WORTH TX 76119	Oncor	DC	39,891
10443720008623464	4300 CAMPUS DR BLDG PTBL, FORT WORTH TX 76119	Oncor	D0	29,714
10443720000388899	4300 CAMPUS DR BLDG PTBL5, FORT WORTH TX 76119	Oncor	DJ	54,492

10443720008610971	4300 CAMPUS DR M9703, FORT WORTH TX 76119	Oncor	DJ	49,606
10443720008854794	4300 CAMPUS DR, FORT WORTH TX 76119	Oncor	E8	563,020
10443720000355043	4300 CLAY AVE BLDG PB2, FORT WORTH TX 76109	Oncor	D6	18,612
10443720009540697	4300 CLAY AVE UNIT B, FORT WORTH TX 76109	Oncor	DJ	37,757
10443720002983022	4300 CLAY AVE, FORT WORTH TX 76109	Oncor	E8	683,696
10443720005599825	4330 MEADOWBROOK DR UNIT MTR, FORT WORTH TX 76103	Oncor	E8	792,668
10443720007375040	4330 MEADOWBROOK DR, FORT WORTH TX 76103	Oncor	D6	23,685
10443720002984014	4501 W ROSEDALE ST PARK BBALL, FORT WORTH TX 76107	Oncor	DC	70,160
10443720002984045	4501 W ROSEDALE ST REAR BLDG, FORT WORTH TX 76107	Oncor	D0	83,951
10443720006692669	4501 WEST FWY BLDG FTNS, FORT WORTH TX 76107	Oncor	B0	10,177
10443720007547214	4501 WEST FWY PARK BBALL, FORT WORTH TX 76107	Oncor	D6	10,884
10443720002983983	4505 W ROSEDALE ST, FORT WORTH TX 76107	Oncor	E8	1,941,479
10443720002983239	4612 DAVID STRICKLAND RD BLDG SKOOL, FORT WORTH TX 76119	Oncor	DQ	570,343
10443720005601747	4801 EASTLINE DR BLDG SKOOL, FORT WORTH TX 76119	Oncor	DJ	332,437
10443720005601778	4801 EASTLINE DR BLDG SKOOL, FORT WORTH TX 76119	Oncor	DC	29,845
10443720008276365	4801 EASTLINE DR BLDG SKOOL, FORT WORTH TX 76119	Oncor	DC	56,626
10443720009702485	4865 BRIARHAVEN RD, FORT WORTH TX 76109	Oncor	D0	535,310
10443720005600166	4920 DILWORTH CT, FORT WORTH TX 76116	Oncor	EW	600,586
10443720006700078	5037 TOWNSEND DR, FORT WORTH TX 76115	Oncor	DQ	616,816
10443720005121075	5074 WILLIE ST HIGH SCHOOL, FORT WORTH TX 76105	Oncor	DQ	123,044
10443720002984293	509 E NORTHSIDE DR, FORT WORTH TX 76164	Oncor	D0	171,353
10443720005627624	5100 EL CAMPO AVE TRLR, FORT WORTH TX 76107	Oncor	DC	34,349
10443720002982774	5100 EL CAMPO AVE, FORT WORTH TX 76107	Oncor	DQ	446,216

10443720003942390	5100 WILLIE ST GYM, FORT WORTH TX 76105	Oncor	DQ	199,181
10443720000475299	5100 WILLIE ST UNIT C, FORT WORTH TX 76105	Oncor	DQ	39,786
10443720005601685	5100 WILLIE ST, FORT WORTH TX 76105	Oncor	DQ	487,088
10443720008802373	5151 C A ROBERSON, FORT WORTH TX 76119	Oncor	D6	29,818
10443720000717968	519 BURTON HILL RD BLDG PORT, WESTWORTH TX 76114	Oncor	DC	30,895
10443720002983177	519 BURTON HILL RD, WESTWORTH TX 76114	Oncor	E8	562,829
10443720007581872	519 E BUTLER ST BLDG PTBL1, FORT WORTH TX 76110	Oncor	D0	27,941
10443720008434497	519 E BUTLER ST BLDG PTBL2, FORT WORTH TX 76110	Oncor	B0	12
10443720002982340	519 E BUTLER ST BLDG SKOOL, FORT WORTH TX 76110	Oncor	DQ	544,655
10443720006071957	519 E BUTLER ST BLDG SKOOL, FORT WORTH TX 76110	Oncor	DC	105,559
10443720002984448	5201 CA ROBERTSON UNIT BALL, FORT WORTH TX 76119	Oncor	DC	102,995
10443720002984386	5201 CA ROBERTSON, FORT WORTH TX 76119	Oncor	DQ	214,033
10443720002984355	5201 FOLWELL BLVD PARK BBALL, FORT WORTH TX 76119	Oncor	D6	26,796
10443720002984200	5201 FOLWELL BLVD, FORT WORTH TX 76119	Oncor	E8	1,677,735
10443720002984417	5301 FOLWELL BLVD, FORT WORTH TX 76119	Oncor	DC	194,936
10443720005694916	5500 NORRIS ST, FORT WORTH TX 76119	Oncor	D6	29,440
10443720005600662	5532 WHITMAN AVE, FORT WORTH TX 76133	Oncor	EW	590,009
10443720005600631	5533 WHITMAN AVE, FORT WORTH TX 76133	Oncor	B0	12
10443720007609898	5601 FOLWELL BLVD, FORT WORTH TX 76119	Oncor	B0	16,056
10443720000471022	5615 FOREST HILL DR PORT1, FOREST HILL TX 76119	Oncor	B0	1,324
10443720008790097	5615 FOREST HILL DR, FOREST HILL TX 76119	Oncor	DQ	565,467
10443720000750014	5700 RAMEY AVE BLDG AIR, FORT WORTH TX 76112	Oncor	DC	70,506
10443720007258296	5700 RAMEY AVE BLDG SHED, FORT WORTH TX 76112	Oncor	D6	50,658
10443720009714176	5700 RAMEY AVE CONC, FORT WORTH TX 76112	Oncor	D6	14,943

10443720005602615	5700 RAMEY AVE PERM, FORT WORTH TX 76112	Oncor	DJ	196,629
10443720005602584	5700 RAMEY AVE, FORT WORTH TX 76112	Oncor	E8	1,181,153
10443720005602522	5701 SHELTON ST BLDG ATHLE, FORT WORTH TX 76112	Oncor	B0	7,978
10443720005602460	5701 SHELTON ST BLDG SKOOL, FORT WORTH TX 76112	Oncor	E8	1,699,629
10443720008715325	5701 SHELTON ST PARK BBALL, FORT WORTH TX 76112	Oncor	D6	24,338
10443720009074080	5701 SHELTON ST UNIT 1, FORT WORTH TX 76112	Oncor	B0	8,487
10443720006513180	5701 SHELTON ST UNIT TRACK, FORT WORTH TX 76112	Oncor	D6	70,036
10443720005602491	5701 SHELTON ST, FORT WORTH TX 76112	Oncor	DJ	147,231
10443720005600383	5717 JAMES AVE, FORT WORTH TX 76134	Oncor	DQ	596,224
10443720009123060	5816 RICKENBACKER PL BLDG PORT, FORT WORTH TX 76112	Oncor	B0	4,441
10443720008625239	5816 RICKENBACKER PL REAR, FORT WORTH TX 76112	Oncor	DC	18,029
10443720005600910	5816 RICKENBACKER PL, FORT WORTH TX 76112	Oncor	D0	478,351
10443720000636345	5900 LIBBEY AVE ODLT, FORT WORTH TX 76107	Oncor	B0	1,517
10443720005600538	5901 SHELTON ST, FORT WORTH TX 76112	Oncor	DQ	582,941
10443720006630482	600 PARK ST, FORT WORTH TX 76164	Oncor	D0	284,819
10443720000493954	600 S KENTUCKY AVE, FORT WORTH TX 76104	Oncor	DQ	469,360
10443720002984262	601 E NORTHSIDE DR, FORT WORTH TX 76164	Oncor	D0	152,097
10443720006739199	6101 MCCART AVE BLDG GD, FORT WORTH TX 76133	Oncor	E8	890,832
10443720008119443	6101 MCCART AVE BLDG GE, FORT WORTH TX 76133	Oncor	D0	586,564
10443720007690784	6101 MCCART AVE BLDG H, FORT WORTH TX 76133	Oncor	DJ	549,359
10443720006765084	6101 MCCART AVE BLDG PTBL, FORT WORTH TX 76133	Oncor	B0	190
10443720000156341	6101 MCCART AVE BLDG PTBL, FORT WORTH TX 76133	Oncor	B0	1,767
10443720007210494	6101 MCCART AVE MTNC BLDG, FORT WORTH TX 76133	Oncor	B0	3,076
10443720000775135	6101 MCCART AVE SOCCER FIELD, FORT WORTH TX 76133	Oncor	D6	4,716

10443720002560491	6101 MCCART AVE UNIT FBALL, FORT WORTH TX 76133	Oncor	D6	17,795
10443720002560460	6101 MCCART AVE, FORT WORTH TX 76133	Oncor	DQ	414,843
10443720009677503	6101 MCCART AVE, FORT WORTH TX 76133	Oncor	D6	23,115
10443720005599980	6161 WRIGLEY WAY, FORT WORTH TX 76133	Oncor	DC	366,153
10443720002984169	6200 WICHITA ST, FORT WORTH TX 76119	Oncor	D0	230,004
10443720005603049	6201 CRAIG ST, FORT WORTH TX 76112	Oncor	DC	152,990
10443720006171166	6300 WICHITA ST, FORT WORTH TX 76119	Oncor	DJ	110,302
10443720003718811	6308 WOODWAY DR, FORT WORTH TX 76133	Oncor	DQ	82,306
10443720005578249	6350 WOODWAY DR, FORT WORTH TX 76133	Oncor	D6	56,678
10443720002367640	6701 WOODWAY DR, FORT WORTH TX 76133	Oncor	D0	567,660
10443720007810125	6817 CUMBERLAND RD BLDG GYM, FORT WORTH TX 76116	Oncor	B0	12
10443720005600352	6817 CUMBERLAND RD, FORT WORTH TX 76116	Oncor	D0	817,151
10443720006223793	701 S HUGHES AVE BLDG GYM, FORT WORTH TX 76103	Oncor	DQ	61,883
10443720006159098	701 S HUGHES AVE UNIT POLE, FORT WORTH TX 76103	Oncor	D0	26,642
10443720005599453	701 S HUGHES AVE, FORT WORTH TX 76103	Oncor	DQ	576,982
10443720005003137	7062 CAMP BOWIE BLVD, FORT WORTH TX 76116	Oncor	E8	1,214,038
10443720006017738	708 NW 21ST ST, FORT WORTH TX 76164	Oncor	DJ	74,995
10443720006570530	709 NW 21ST ST BLDG EAST, FORT WORTH TX 76164	Oncor	D0	61,675
10443720007924951	709 NW 21ST ST BLDG TEMP, FORT WORTH TX 76164	Oncor	DC	54,421
10443720006561385	709 NW 21ST ST BLDG, FORT WORTH TX 76164	Oncor	DQ	331,994
10443720004179596	709 NW 21ST ST PARKING LIGHTS, FORT WORTH TX 76164	Oncor	B0	26,694
10443720008783827	7300 JOHN T WHITE RD, FORT WORTH TX 76120	Oncor	D0	732,999
10443720002983053	7325 KERMIT AVE BLDG SKOOL, FORT WORTH TX 76116	Oncor	EW	629,145
10443720008915184	7325 KERMIT AVE BLDG SKOOL, FORT WORTH TX 76116	Oncor	B0	9,967

10443720009030068	7325 KERMIT AVE BLDG SKOOL, FORT WORTH TX 76116	Oncor	B0	12
10443720008303893	7325 KERMIT AVE, FORT WORTH TX 76116	Oncor	D0	12,159
10443720009708717	7555 TRAIL LAKE DR, FORT WORTH TX 76133	Oncor	DQ	735,444
10443720007440698	7600 LOWERY RD, FORT WORTH TX 76120	Oncor	DQ	600,244
10443720002983735	798 NW 21ST ST BLDG MAIN, FORT WORTH TX 76164	Oncor	D0	738,595
10443720007831577	800 MERCEDES ST BLDG GYM, BENBROOK TX 76126	Oncor	DC	47,876
10443720002983425	800 MERCEDES ST, BENBROOK TX 76126	Oncor	DQ	584,600
10443720009862883	801 COLLEGE AVE, FORT WORTH TX 76104	Oncor	B0	7,269
10443720000552218	804 W JESSAMINE ST PKNG, FORT WORTH TX 76110	Oncor	B0	2,283
10443720007104234	8300 MOJAVE TRL PORT, FORT WORTH TX 76116	Oncor	DJ	28,630
10443720007717621	8300 MOJAVE TRL, FORT WORTH TX 76116	Oncor	DQ	520,337
10443720002983890	8900 CHAPIN RD BLDG SKOOL, FORT WORTH TX 76116	Oncor	E8	993,474
10443720007075334	8900 CHAPIN RD BLDG SKOOL, FORT WORTH TX 76116	Oncor	DJ	110,417
10443720009217525	900 COLLEGE AVE, FORT WORTH TX 76104	Oncor	D6	147,690
10443720007771313	900 W FOGG ST BLDG PTBL, FORT WORTH TX 76110	Oncor	B0	12
10443720002982898	900 W FOGG ST, FORT WORTH TX 76110	Oncor	E8	777,777
10443720009178962	901 BAURLINE ST BLDG 159, FORT WORTH TX 76111	Oncor	DJ	34,752
10443720009123029	901 BAURLINE ST BLDG PORT, FORT WORTH TX 76111	Oncor	DC	43,200
10443720002555171	901 BAURLINE ST PKNG LIGHTS, FORT WORTH TX 76111	Oncor	B0	2,620
10443720005600786	901 BAURLINE ST, FORT WORTH TX 76111	Oncor	D0	561,704
10443720005599267	958 PAGE AVE, FORT WORTH TX 76110	Oncor	DQ	330,912
10443720005611288	999 N UNIVERSITY DR GRDL, FORT WORTH TX 76114	Oncor	R0	5,848
10443720003112168	999 N UNIVERSITY DR, FORT WORTH TX 76114	Oncor	DQ	46,083
10443720003112199	999 N UNIVERSITY DR, FORT WORTH TX 76114	Oncor	D0	548,780

Docusign Envelope ID: 1A7F2D91-8786-4D3A-AFC0-C51DE37970C9

***This Energy Price is based on a weighted average price solely for the ESI IDs listed above, therefore any strikeouts of any of the ESI IDs listed above or additions to the ESI IDs listed above will render this Pricing Attachment null and void for all ESI IDs listed above.**

The undersigned below represents that they have been duly authorized to execute this Agreement by all necessary action and further affirms the representations and warranties as stated in Section A of Attachment A to the CESA and as applicable to the Party.

Accepted and Agreed to:

By: Kellie Spencer _____ Date: Apr 16, 2025 _____

E-FAX NUMBER 1-866-241-5380

Direct Energy Business

Commercial Electricity
Service Agreement
Texas
TASB

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits attached hereto and incorporated herein for all purposes (collectively, the “Agreement”), is entered between Direct Energy Business, LLC ("DE") and FORT WORTH ISD ("Customer"). DE and Customer may hereinafter be referred to individually as a “Party” or collectively as the “Parties".

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment (a) Scope. Customer appoints DE as its Retail Electric Provider (“REP”) for the ESI ID(s) included in the Offer Sheet(s) as part of this Agreement. Specifically, upon execution of an Offer Sheet, Customer authorizes DE to: (i) act as Customer’s REP for all purposes; and (ii) provide all the services required of a REP including, without limitation, procuring, scheduling and causing to be delivered electricity throughout the Term of this Agreement to each of the ESI ID(s), subject to the terms and conditions of this Agreement. Other than those duties specified in this Agreement, this appointment does not impose any other duties on DE.

(b) Offer for Electric Service. From time to time, Customer shall receive in connection with this Agreement one or more offer sheets reflecting various pricing and term options related to the electric service provided hereunder (each referred to as an “Offer Sheet” or an “Attachment B”). Such Offer Sheets may be transmitted to Customer via facsimile, hand-delivery, or electronically. Customer shall execute and return one Offer Sheet to DE prior to the expiration date. Such Offer Sheet shall constitute an offer by Customer to DE. The Offer Sheet shall be deemed accepted by DE and this Agreement shall be effective upon the earlier of (a) DE notifying Customer in writing of DE’s acceptance of Customer’s offer or (b) any action by DE to purchase a physical or financial hedge for all or a portion of the electric energy covered by the Offer Sheet (the “Effective Date”). Acceptance by DE under option (b) shall be promptly followed by written notification. Upon acceptance of the Offer Sheet by DE, the Offer Sheet shall constitute a part of and be deemed incorporated into this Agreement. Customer shall have no obligation to purchase and DE shall have no obligation to provide electricity unless and until an Offer Sheet is executed by Customer and deemed accepted by DE.

1.2 Agreement to Purchase. Upon execution of an Offer Sheet, Customer agrees to purchase and receive from DE throughout the Term, all of Customer's electricity requirements, net of On-Site Generation, for each of the ESI ID(s), consistent with the terms of such Offer Sheet and except as otherwise provided in this Agreement. If DE should fail to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or should fail to schedule the delivery of sufficient quantities of electricity (collectively, a “Scheduling Failure”), the Parties recognize and agree that (i) the TDSP, in accordance with its responsibilities and its tariff, is obligated to deliver sufficient electricity to satisfy Customer’s needs and (ii) DE shall settle with ERCOT, at no additional cost or expense to Customer, with respect to the purchase of electricity necessary to cover any Scheduling Failure.

1.3 Term. DE will provide retail electric service to each ESI ID during the period beginning on the Expected Start Month set forth in the Offer Sheet until the final meter reading that occurs on or after DE has provided retail electric service in connection with such ESI ID for the number of full calendar months set forth in the Offer Sheet (such period, the "Term"). Customer and DE agree that the Term may include a partial calendar month in addition to the number of months set forth in the Offer Sheet as a result of variations in the timing of the Expected Start Month as described in this Section 1.3. DE will use best efforts to cause the Actual Start Date for each ESI ID to occur during the Expected Start Month set forth in the Offer Sheet, as long as the completed Offer Sheet (as determined by DE) is received by DE eight (8) Business Days prior to such Expected Start Month. This Agreement may be terminated without penalty at the end of the Term or any month-to-month renewal period by either Party upon providing the other Party with thirty (30) days prior written notice.

1.4 Renewals. If service continues beyond the Term on a month-to-month basis, the ESI ID(s) will continue to be served under the same terms as this Agreement except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s) and their applicable Congestion Zones and Settlement Intervals, for as long as service continues plus any applicable fees or pass-through items. If Customer has not switched from DE to another supplier at the expiration of the Term, DE shall serve Customer at the rate set forth in this Section.

1.5 Modifications to ESI IDs.

(a) Notice of Changes to ESI IDs. The Parties will work together in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. Customer shall provide written notice to DE of a proposed change of any of the following during the Term of this Agreement that occur as a result of an operational decision made by Customer related to the opening, closure, or sale of a facility owned or leased by Customer: (i) when Customer desires to add one or more new, metered ESI IDs to a particular Offer Sheet made part of this Agreement; (ii) when Customer desires to delete one or more ESI IDs from a particular Offer Sheet made part of this Agreement, or (iii) when Customer otherwise seeks to modify the ESI ID information set forth in an Offer Sheet made part of this Agreement. Customer's notice to DE shall include a revised list of ESI IDs reflecting all proposed changes to Customer's ESI ID(s). DE shall use commercially reasonable efforts to promptly take all actions necessary to implement Customer's proposed changes to its ESI IDs, including providing all required notices to ERCOT in accordance with the procedures set forth in this Section 1.5 as well as the entire Agreement.

(b) Addition/Deletion Allowance. DE shall calculate the total, aggregate expected usage of all of the Cooperative Members that are Customers of DE based upon their forecasted usage at the time of the execution of the respective CESA(s) ("Pooled Usage"). As Customers add or delete ESI IDs in accordance with this Section 1.5, DE shall calculate on an ongoing basis the total, aggregate, net effect of such ESI ID changes to the Pooled Usage ("Net Change in Usage"). Customer shall be permitted to add an ESI ID at the Energy Price contained in the Customer's Offer Sheet or delete an ESI ID without a liquidation payment if all of the following conditions are met: (i) any addition is a new, metered ESI ID not previously served by another REP and/or any deletion is due to a closure, sale or lease of the facility, and (ii) in DE's reasonable judgment, the addition or deletion of Customer's ESI ID(s) does not result in the Net Change in Usage (including Customer's proposed ESI ID addition or deletion) being greater than 105% or less than 95% of the Pooled Usage ("Usage Allowance"). If Customer's proposed ESI ID addition or deletion does not meet all of these conditions, then DE will provide written notice to Customer and work with Customer in good faith to consider the impact of and costs related to Customer's proposed ESI ID changes. In such event, DE shall offer in writing an Amendment to an Offer Sheet which includes a new Energy Price for the quantities of electricity that are in excess of the Usages Allowance and/or a calculation of the Customer Early Termination Fee for ESI ID deletions that are outside of the Usage Allowance. Customer understands and acknowledges that the Usage Allowance is affected by all Customers and that the percentages set out in this paragraph apply to the Pooled Usage in its entirety, not to Customer's individual usage.

(c) Reporting. Amendments to an Offer Sheet that add or remove Customer's ESI ID(s) as a result of changes made pursuant to this Section 1.5 that are outside the Usage Allowance shall be provided to Customer by DE and shall include any new Energy Price or Customer Early Termination Fee. Customer shall indicate its acceptance of such Amended Offer Sheet by executing the Amended Offer Sheet. Upon execution, such Amendments will be deemed incorporated into this Agreement and effective on the Effective Date of each ESI ID(s) added to this Agreement and the date on which retail electric service for any ESI ID removed from this Agreement is transferred to another REP, as applicable. DE shall, upon request, make available to Customer and TASB periodic reports regarding the regulatory and billing status of any changes to the ESI ID(s).

1.6 On-Site Generation. If Customer plans to install On-Site Generation, then it shall use commercially reasonable efforts to provide written notice to DE forty-five (45) days prior to the On-Site Generation coming on-line. Such notice shall include the planned primary purpose for the On-Site Generation (for example, emergency use only, peak shaving, firm source of electricity), the planned reduction in usage, if any, from historical usage, and the nameplate capacity as provided by the generation vendor. Notwithstanding the above, failure to provide notice as set forth above will not constitute an event of default by Customer. If Customer, either directly or through a third party, installs and consumes electricity at its ESI IDs from On-Site Generation after executing an Offer Sheet, then for the remainder of the Term, DE may collect on an annual basis a Hedge Reimbursement Charge from Customer only if the Customer's total energy usage aggregated for all of its facilities for such annual period is reduced by more than thirty (30%) from the Customer's aggregated historical usage for the twelve (12) months immediately preceding the operation of the On-Site Generation, and such usage reduction is primarily attributable to the operation of the On-Site Generation. The "Hedge Reimbursement Charge" is an amount calculated at the end of each 12-month period after Customer begins receiving energy from On-Site Generation until the end of the Term by (i) subtracting Customer's aggregated actual usage for such 12-month period from Customer's aggregated historical usage for the twelve (12) months immediately preceding the operation of the On-Site Generation and (ii) multiplying the resulting amount by the positive difference, if any, between the Energy Price as set forth in the Offer Sheet and the then current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price. The Energy Price to be paid by Customer for Actual Usage and the description of what it includes shall be as

specified on an Offer Sheet. Customer acknowledges and agrees that TASB is a Class 2a Aggregator and Electricity Broker that acts on behalf of the TASB Energy Cooperative and represents Customer.

2.2 Additional Pass-Through Charges. Customer acknowledges that the Energy Price(s) does not include the pass-through charges which are identified on the applicable Offer Sheet. Such charges will be passed through to Customer to be paid by Customer and identified separately on Customer's bill with no mark up. All charges are exclusive of Taxes.

2.3 Tax Exempt Status. If Customer is exempt from the payment of any Taxes, it will provide DE with all required exemption certificates. Until Customer does so, DE is not allowed to and shall not recognize any exemption and it will not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to DE. DE will, however, assign to Customer any applicable claims for refund.

2.4 Price Redetermination ("Blend & Extend"). Either DE, TASB or Customer may request to renegotiate the Energy Price set forth in Section 2.1 to reflect then-current market conditions subject to a mutually agreeable extension of the Term of this Agreement. This section 2.4 shall not be construed as requiring either Party to modify the Terms of this Agreement as to the Energy Price or Term, and any such modifications of the Energy Price or Term shall not be effective unless evidenced in writing and executed by both Parties.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. DE will invoice each Customer account on a monthly basis on a consolidated basis for all ESI IDs. A summary bill for all accounts and detailed information for each account shall be provided. DE and Customer acknowledge that the Prompt Payment Act, codified at Texas Government Code Section 2251.021, applies to this Agreement. Customer will remit payment within thirty (30) days of receiving the invoice or later if authorized by such statute. The invoice amount will be based on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, DE may use estimated data to calculate Customer's invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Late Fees, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the date the monies were owed at a rate of one percent (1%) per month, or the highest rate permitted by law, whichever is less. If Customer in good faith disputes some portion of an invoice it will provide DE, within twenty (20) days of the invoice date, a written explanation specifying the amount in dispute and the reason for the dispute. If timely notice is not given, all amounts will be owed by the due date. Notwithstanding the above, if Customer notifies DE of a dispute with an invoice, regardless of whether Customer has already paid the invoice, DE shall make available to Customer, during normal business hours, records in DE's possession reasonably necessary for Customer to determine the accuracy of the invoice; and Customer may request an adjustment or correction of an invoice as long as written notice of such dispute is received within twelve (12) months after the due date of the invoice in dispute. Furthermore, DE shall have no more than ninety (90) days from the date of an invoice to invoice any adjustment or correction to it which results in a higher amount due from Customer. Consistent with section 3.1 above, the foregoing limitation does not apply to any invoice correction(s) or back-bill(s) that are made due to any action or inaction of any other entity, including but not limited to ERCOT or the applicable TDSP. In all cases, DE and Customer will use good faith efforts to resolve any dispute. In the event the Parties are unable to resolve the dispute within ten (10) days of the notice date, either Party may begin legal proceedings to resolve the dispute. Any amounts determined owed will be paid within three (3) days after the decision.

3.3 Cooperative Fee Customer acknowledges and agrees that during the Term of this Agreement DE is responsible for paying to the TASB Energy Cooperative ("Cooperative") or its designee an aggregation and administrative fee ("Cooperative Fee"). The Cooperative Fee is included in the Energy Price. The amount of the Cooperative Fee is determined annually based upon a review of total electricity usage generating from Cooperative Members for a Cooperative fiscal year and other factors. The Cooperative will notify Customer annually of the Cooperative Fee received from DE and the portion of the total Cooperative Fee that was included in Customer's Energy Price during that year.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing DE as Customer's agent for the purposes below only, Customer authorizes DE to obtain from Customer's TDSP, and does further authorize Customer's TDSP to release to DE, certain information that DE may need to provide Customer's electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information.

4.2 Deposits and Other Security. Either Party ("Providing Party") may be required by the other Party ("Requesting Party") to

provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party in an amount acceptable to the Requesting Party, which, if Customer is the Providing Party, will not exceed 90 days of accounts receivable plus mark to market exposure and if DE is Providing Party, will not exceed mark to market exposure (both assessments of mark-to-market exposure as determined by REP in a commercially reasonable manner) (each a "Performance Assurance") within three (3) business days of the request, during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's (or its parent company) credit status or financial condition (including, if applicable, its credit or bond rating being lower than BBB- from Standard and Poor's or Baa3 from Moody's Investor Service); or (ii) Customer has been delinquent in paying the electric bill more than twice during the past 12 months. Any Performance Assurance, less any outstanding balance owed by such Providing Party, will be returned to the Providing Party no later than twelve (12) months after (1) the Providing Party's credit or financial condition returns to its condition as of the date of execution of this Agreement or to a credit or bond rating of BBB-, whichever occurs earlier and (2) the Providing Party has paid all outstanding balances and makes all payments within the dates set forth in this Agreement.

SECTION 5: EARLY TERMINATION

5.1 Cancellation for Material Change to Program, Market, Usage, or Equipment. In the event a judicial decision, order, new law or regulation, or change in any Applicable Law alters the fundamental market structure in ERCOT (including, but not limited to, the imposition of any installed capacity charge, new reliability service, or new ancillary services) after the Effective Date of this Agreement and requires a change in the method by which prices are calculated under this Agreement or materially and directly affects either Party's ability to perform its obligations hereunder (not including economic expectations), then either Party shall have the right to provide written notice to TASB and the other Party regarding such detrimental change. The Parties shall negotiate in good faith a modification to the terms of this Agreement to address the financial impact of the detrimental change. If the Parties are unable to negotiate a modification to this Agreement within thirty (30) days after receipt by a Party of such notice, then either Party shall have the right to terminate this Agreement. In connection with such termination, the Parties will calculate the Customer Early Termination Fee and the DE Early Termination Fee. If the Customer Early Termination Fee is a positive number, Customer will pay DE such amount; if the DE Early Termination Fee is a positive number, DE will pay Customer such amount.

5.2 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement ("Appropriations Failure"), then Customer shall have the right to terminate this Agreement upon thirty (30) days advance written notice to DE. Upon expiration of such notice period, Customer shall have the right to terminate this Agreement in full or as to any ESI ID(s) provided that Customer has paid all amounts due to DE under this Agreement, including a Customer Early Termination Fee. Notwithstanding the above, Customer represents and warrants: a) that it reasonably believes that its obligations under this Agreement for its current fiscal year are payable out of current revenues or funds on hand at the date of its execution of this Agreement, and that sufficient funds have been budgeted and appropriated by formal action of Customer's governing body to pay such obligations; and b) that it will use its best efforts each and every year during the Term, to identify, budget and appropriate sufficient funds to pay its obligations under this Agreement, and; c) that if any funds are allocated to it for electricity costs for any of it's ESI IDs located in the ERCOT competitive market for all or any portion of the Term, such funds will first be applied to the cost of electricity provided hereunder and that such funds will not be used to pay for electricity from any other provider for the ESI IDs covered under the Agreement.

5.3 Customer Early Termination Fee. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.5, or in connection with a Force Majeure Event, if at any time during the Term of this Agreement Customer cancels this Agreement and refuses to accept delivery of electric supply from DE for any or all ESI ID(s), DE shall have the right to charge Customer an Early Termination Fee equal to an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID Customer cancels or refuses to accept delivery of electric supply by the positive difference, if any, between the Energy Price as set forth in Section 2.1 and the current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers ("Customer Early Termination Fee"). In the event that the Customer Early Termination Fee is charged due to a termination of the Agreement due to an Event of Default by Customer under this Agreement, then the Customer Early Termination Fee shall also include DE's reasonable costs, including attorney and consultant fees, incurred in liquidating quantities of electricity purchased for Customer. Customer and DE agree that the provisions set forth in Section 3 relating to Billing and Payment shall apply to the billing, due date, and collection of any Customer Early Termination Fee. Due to the fluctuating market price of electric supply, Customer agrees that the Customer Early Termination Fee herein is a reasonable estimate of the damages due DE

for the failure to accept electric supply, and as such is not punitive in nature. This Customer Early Termination Fee shall not apply to any Customer termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

5.4 DE Early Termination Fee. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time during the Term of this Agreement DE cancels this Agreement and refuses to provide delivery of electric supply to Customer for any or all ESI ID(s), Customer shall have the right to charge DE an early termination Fee equal to an amount determined by multiplying the Expected Usage for the remainder of the Term for each ESI ID DE cancels or refuses to provide delivery of electric supply by the positive difference, if any, between (a) the current wholesale market price for energy plus all Electricity Related Charges for similarly situated customers ("DE Early Termination Fee") and (b) the Energy Price as set forth in Section 2.1. In the event that the DE Early Termination Fee is charged due to a termination of the Agreement due to an Event of Default by DE under this Agreement, then the DE Early Termination Fee shall also include Customer's reasonable costs, including attorney and consultant fees, incurred in replacing quantities of electricity purchased from DE. Due to the fluctuating market price of electric supply, DE agrees that the DE Early Termination Fee herein is a reasonable estimate of the damages due Customer for the failure to deliver the electric supply, and as such is not punitive in nature. This DE Early Termination Fee shall not apply to any DE termination of this Agreement for any Force Majeure Event or any other cancellation or early termination allowed to be made without penalty under this Agreement.

SECTION 6: NOTICES

6.1 General Notice. Except as otherwise required by Applicable Law, all notices to be provided under this Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States, certified or registered mail, return receipt requested, postage prepaid, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery shall be effective on the day actually received, notice by overnight United States mail or courier shall be effective on the next business day after it was sent, and notice by U.S. Mail shall be effective on the second day after it was sent. Notices shall be sent to the addresses noted below, or any other address the Party provides to the other Party in writing.

Direct Energy
Attn: Customer Service Manager
1001 Liberty Avenue
Pittsburgh, PA 15222
Phone: (888) 925-9115
Fax: (412) 394-3388
Email:
TASBservice@directenergy.com

With a copy to:
Legal Department
1001 Liberty Avenue
Suite 1200
Pittsburgh, PA 15222

Monday through Friday 8:00 AM to 6:00PM Eastern Time

FORT WORTH ISD
Attn: Kellie Spencer
100 N UNIVERSITY DR
FORT WORTH, TX 761071360
Phone: (817) 871-3073
Fax: +1.817.871.2385

Any notice required to be provided to TASB under this Agreement as a non-party to this Agreement shall be sent to Texas Association of School Boards, Inc. c/o Brian Bolinger; P.O. Box 400; Austin, Texas 78767.

SECTION 7: DOES NOT BOYCOTT ISRAEL

7.1 To the extent required by Texas Government Code section 2271.002, DE certifies, by executing this Agreement, that DE does not, and will not during the term of this Agreement, boycott Israel.

SECTION 8: DEFINITIONS

8.1 Definitions. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in this Section 8.1. All other capitalized terms used herein but not otherwise defined herein shall have the same meaning as defined in the following documents, with any conflicting definitions contained in such documents being applied herein in the following priority: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. "Actual Start Date" means the date an ESI ID is energized or the date the ESI ID is switched from another REP to DE pursuant to the terms of this Agreement.
2. "Actual Usage" means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
3. "Agreement" shall have the meaning given in the introductory paragraph.
4. "Applicable Law" shall have the meaning given in Section E.11(c) of Attachment A to this Agreement.
5. "Appropriations Failure" shall have the meaning given in Section 5.2.
6. "Code" shall have the meaning given in Section A.3 of Attachment A to this Agreement.
7. "Customer Protection Rules" shall have the meaning given in Section B.3 of Attachment A to this Agreement.
8. "Content" means all text, pictures, icons, sound, music, software, graphics, video, data and any other content, other than Customer Content, included as part of the Web Site.
9. "Cooperative Fee" shall have the meaning set forth in Section 3.3.
10. "Customer" shall have the meaning given in the introductory paragraph.
11. "Customer Content" means all meter data and other information relating the Customer's business and/or facilities which is entered or incorporated into or used by DE in connection with producing the Web Site in order to enable the Customer to make use of the InvoiceAssure Services.
12. "Customer Early Termination Fee" shall have the meaning given in Section 5.3.
13. "DE" shall have the meaning given in the introductory paragraph.
14. "DE Early Termination Fee" shall have the meaning given in Section 5.4.
15. "Default Securitization Charges" are the charges authorized in PUCT Docket 52321 and allocated to Qualified Scheduling Entities and Congestion Revenue Rights Account Holders.
16. "Delivery Charges" means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
17. "Disclosing Party" shall have the meaning given in Section C.1 of Attachment A to this Agreement.
18. "Expected Start Month" means the calendar month in which the REP and Customer expect the first reading of the meter on an ESI ID provided to DE by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer's REP to such ESI ID to DE, as shown on an Offer Sheet.
19. "Electricity Related Charges" is as stated on the applicable Offer Sheet and includes, but not limited to, charges or credits incurred by REP from ERCOT including but not limited to Ancillary Services Charge, Congestion, RUC Charges, voltage support charges, congestion revenue right auction credits, ERCOT Administrative Fee, Renewable Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, and Imbalance Settlement Charge. Ancillary Service Charges include the costs for increased procurement of Ancillary Services announced by ERCOT on July 1, 2021 (Operations Notice W-B070121-01), August 12, 2021 (Operations Notice W-A081221-01), and as approved by the ERCOT Board December 10, 2021 for calendar year 2022.
20. "Energy Commodity" means the energy and all associated energy losses required to service Customer's ESI IDs under this Agreement.
21. "Energy Price(s)" will be as stated on the applicable Offer Sheet, which if applicable, will be confirmed by REP in writing to Customer, and includes but is not limited to costs associated with all Electricity Related Charges, the Energy Commodity, and the Cooperative Fee.
22. "ERCOT" means the Electric Reliability Council of Texas.
23. "ERCOT Protocols" means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
24. "ESI ID(s)" means the Electric Service Identifiers for of the property service addresses identified on the Offer Sheet to this

Agreement, as such list may be modified from time to time as provided in Section 1.5.
25. “Event of Default” shall have the meaning given in Section D.1 of Attachment A to this Agreement.
26. "Expected Usage” means Customer’s forecasted monthly electricity usage for each ESI ID for the Term of the agreement, which shall be based upon Customer’s historical electricity usage for such ESI ID, as adjusted for changes in Customer’s usage that are known or reasonably anticipated during the Term.
27. “Force Majeure Event(s)” shall have the meaning given in Section B.5 of Attachment A to this Agreement.
28. “Hedge Reimbursement Charge” shall have the meaning given in Section 1.6 of this Agreement
28. “kWh” means kilowatt hour.
30. “Market Rate” means one hundred thirty percent (130%) of the RTSPP determined for any delivery period plus any Replacement Reserve Charges (“RPRS”) incurred by DE from ERCOT, or, if mutually agreed to between TASB and DE, a fixed price for a specified period that reasonably reflects current market prices as of the time any extension occurs.
31. “Nodal Congestion” means the difference in the price of wholesale electricity between the RTSPP at the load zone for the applicable Customer ESI IDs and the RTSPP at the trading hub in the load zone for the applicable Customer ESI IDs.
32. “Non-Recurring Charges” means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.
33. “Offer Sheet” shall mean the document described in Section 1.1(b) of this Agreement.
34. “On-Site Generation” means generation facilities (including solar facilities) or energy storage facilities that are located at Customer’s physical address and provide electricity to Customer’s corresponding ESI IDs and are either owned and operated by Customer or by a third party, if permitted under Applicable Law.
35. “Party” or “Parties” shall have the meaning given in the introductory paragraph.
36. “Pooled Usage” shall have the meaning given to it in Section 1.5.
37. “PUCT” means Public Utility Commission of Texas.
38. “Real-Time Settlement Point Price” or "RTSPP" means the real-time price for wholesale electricity under the Nodal Market as published by ERCOT for any settlement point in the ERCOT Nodal Protocols, as calculated hourly by DE.
39. “Reliability Unit Commitment” or “RUC” means an ERCOT process in the Nodal Market as described in the ERCOT Nodal Protocols designed to ensure that there is adequate resource capacity committed in the proper locations to serve ERCOT forecasted load.
40. “Receiving Party” shall have the meaning given in Section C.1 of Attachment A to this Agreement.
41. “REP” shall have the meaning given in Section 1.1.
42. “Services” shall mean the account management, invoicing and collection, and customer service functions associated with the provision of retail electricity to Customer by DE.
43. “TASB” means the Texas Association of School Boards, Inc.
43. “TASB Energy Cooperative” or "Cooperative" means an administrative agency of cooperating governmental entities created pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, of which Customer is a member.
45. “Taxes” means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.
46. “Term” shall have the meaning given in Section 1.3.
47. “TDSP” or “Transmission and Distribution Service Provider” means an entity regulated by the State of Texas, which transmits or distributes electric energy.
48. “Uplift Securitization Charges” are the charges authorized in PUCT Docket 52322 and allocated to Qualified Scheduling Entities representing Load Serving Entities.
49. "Web Site” means the interconnected web pages owned by the Provider that are accessible through the home web page of DE by visiting www.business.directenergy.com/aem, and includes all underlying software and the Content.

Attachments:

Attachment A Terms and Conditions of Service
Attachment B Offer Sheet

WHEREFORE, the Parties have caused this Agreement to be duly executed; further, each of the undersigned below represent that they have been duly authorized to execute this Agreement by all necessary action and further affirm the representations and

warranties as stated in Section A of Attachment A to this CESA and as applicable to the Party.

Customer:	FORT WORTH ISD	**Seller:**	**Direct Energy Business, LLC**
By:	Kellie Spencer	By:	[redacted]
Print Name:	Kellie J Spencer	Print Name:	[redacted]
Title:	Deputy Superintendent, District Operations	Title:	[redacted]
Date:	Apr 16, 2025	Date:	[redacted]
		Contract ID:	1-489PWYG
		Internal ID:	468983050855

Approved: Signed by: Karen Molinar 721C4470C4BA4E3...
Dr. Karen Molinar, Superintendent of Schools

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and DE. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, such capitalized terms shall have the meanings set forth in Section 8.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A: REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer hereby represents and warrants to DE as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in any contract to which it is a party or any Applicable Law; (c) the performance of this Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to this Agreement commence, Customer shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in any contract to which it is a party or any law applicable to it; (e) this Agreement constitutes a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term of this Agreement, there is no other contract (other than from On Site Generation) for the purchase of retail electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to the delivery of electricity to Customer under this Agreement.

A.2 DE's Representations and Warranties. As a material inducement to entering into this Agreement, DE hereby represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Applicable Law; (c) the performance of the Agreement shall be duly authorized by all necessary action and shall not violate any of the terms or conditions in its governing documents or any contract to which it is a party; (d) as of the date sales of electricity by DE to Customer pursuant to the Agreement commence, DE shall have all regulatory authorizations necessary for it to legally perform its operations and such performance shall not violate any of the terms or conditions in its governing documents, any contract to which it is a party, or any law applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of DE enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain same may be pending.

A.3 Forward Contract. The Parties acknowledge and agree that (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) DE is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B: DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, IF AN EXPRESS REMEDY IS PROVIDED, THAT REMEDY IS THE SOLE AND EXCLUSIVE REMEDY. IF NO EXPRESS REMEDY IS PROVIDED, THEN EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE AND ALL OTHER REMEDIES IN LAW OR EQUITY ARE WAIVED.

B.2 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES FOR RETAIL ELECTRIC SERVICE ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES §25.471 ET SEQ.) ("CUSTOMER PROTECTION RULES") SHALL NOT APPLY TO THIS AGREEMENT EXCEPT FOR THE FOLLOWING RULES: §25.481, §25.485 (a)-(b), and §25.495. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER HEREBY EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER HEREBY WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT TASB AND THE COOPERATIVE HAVE NOT PROVIDED LEGAL ADVICE TO CUSTOMER WITH RESPECT TO ENTERING INTO THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS TO DE THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO DE; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY DE; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. Customer and DE acknowledge and agree that the electricity delivered hereunder is a "good" as that term is understood in the Texas B&CC (UCC §2.105). The Parties further agree that the rules promulgated therein, to the extent that they can be, are waived and they do not apply to this Agreement, except as provided for herein. If there is any conflict between the UCC and this Agreement, the Parties acknowledge that this Agreement will control. The Parties understand and acknowledge that neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer's ESI ID(s). Therefore, neither Party will be responsible to the other for any damages associated with failing to deliver the electric energy nor for any damages it may cause prior to delivery to Customer's ESI ID(s). The electric energy will be delivered to Customer's ESI ID(s) where it will be deemed in possession and in control of Customer. THE ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. DE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND DE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Further, Customer agrees and acknowledges that DE EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. DE will make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. DE does not generate electricity nor does it transmit or distribute electricity. Certain causes and events out of the control of DE and Customer ("Force Majeure Event(s)") may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to DE that relate to periods prior to the Force Majeure Event) shall be suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party shall be liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority (including the PUCT or ERCOT), epidemics, accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, non¬performance by the local distribution utility changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT), or any cause beyond such Party's control. The Parties agree that an Appropriations Failure and a Scheduling Failure shall not be considered a Force Majeure Event.

C: CONFIDENTIALITY ; TEXAS PUBLIC INFORMATION ACT

C.1 Texas Public Information Act. DE acknowledges that Customer is subject to public information laws, including Chapter 552 of the Texas Government Code ("Chapter 552"). As such DE acknowledges that the terms of this Agreement are subject to disclosure under such law, as applicable. Nothing herein shall relieve Customer of any applicable statutory obligation under Chapter 552 to provide notice to DE if and when required under Chapter 552. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and REP agrees that the Agreement can be terminated if DE knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with Section 552.372 of Chapter 552, to the extent Subchapter J, Chapter 552 applies to this Agreement:
a. DE shall preserve all contracting information (as defined in Section 552.003(7) of Chapter 552) related to this Agreement as provided by the records retention requirements applicable to Customer, which Customer shall provide DE upon request, for the duration of this Agreement.
b. DE shall promptly provide Customer, following written request as described in Chapter 552, any contracting information relating to this Agreement that is in DE's custody or possession. Requests under this section must be submitted to DE via email at TASBPriority@directenergy.com.
c. Upon completion of this Agreement, DE shall provide Customer at no cost all contracting information related to this Agreement that is in the custody or possession of DE or preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to Customer, which Customer shall provide DE upon request.

C.2 Confidentiality. Notwithstanding the foregoing, Customer understands and agrees that i) the preceding acknowledgement by DE is limited to the terms of this Agreement and contracting information (as defined in Section 552.003(7) of Chapter 552) only, ii) such terms and contracting information will only be disclosed in response to a written request made in compliance with applicable law, iii) Customer will not post this Agreement in a public forum, including but not limited to an external facing website, without the prior written permission of DE unless required by law. For all other information other than the terms of this Agreement and contracting information (as defined in Section 552.003(7) of Chapter 552) and subject to such applicable laws that may require disclosure of information, a Party (in such capacity, the "Receiving Party"), shall keep confidential and not disclose any Confidential Information of the other Party (in such capacity the "Disclosing Party") except for disclosures to a Party's employees, lenders, counsel, consultants, agents, or accountants who have a "need to know" and who have agreed to keep such terms confidential, or as required by law. For purposes hereof, "Confidential Information" means any information in written or other tangible form which is marked as "Confidential" or that a party should reasonably know to be confidential when it is disclosed to the Receiving Party, including but not limited to the Web Site, Content, and Customer Content. Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section shall apply regardless of fault and shall survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer agrees that DE may provide TASB with 1) an executed copy of this Agreement and any Offer Sheet; 2) any information requested by TASB about Customer's account and billings, including if an inquiry or request has been made by Customer to DE, 3) access to view wholesale procurement of electricity on behalf of Customer, and 4) notice if and when DE denies permission to post this Agreement on an external facing website.

D: DEFAULT AND REMEDIES

D.1 Events of Default. An event of default ("Event of Default") means: (a) the failure of Customer to make, when due, any payment required under this Agreement if such payment is not made within five (5) business days after receipt of written notice (facsimile or electronically are valid forms of notice for this paragraph) from DE; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; or (c) the failure of any Party to perform its obligations under this Agreement and such failure is not excused by Force Majeure; or (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within 20 business days after such filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts as they fall due; or (v)

fails to provide or maintain Performance Assurance in accordance with Section 4.2 herein. If an Event of Default listed in subsection (d) above occurs, a Default will be deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default shall have occurred and be continuing, the non-defaulting Party, upon written notice to the defaulting Party, shall have the right (a) to commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (b) to exercise such other rights and remedies as it may have at equity or at law, subject however to the Limitations on Liabilities above; and (c) to suspend performance under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days unless an early termination of this Agreement has been declared and notice thereof pursuant to this Agreement given. If Customer is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice (does not apply to default for non-payment), in addition to any other remedy, DE may (i) terminate this Agreement and switch Customer to the Affiliated REP or the Provider of Last Resort; and (ii) charge Customer the Customer Early Termination Fee pursuant to Section 5 of this Agreement. Notwithstanding the above, DE may not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) DE gives Customer a thirty (30) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the thirty (30) day notice period. If DE is responsible for the occurrence of an Event of Default and it fails to cure within ten (10) days of written notice, in addition to any other remedy, Customer may charge DE the DE Early Termination Fee pursuant to Section 5 of this Agreement.

E: MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement shall not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties shall be limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided in this Agreement, any failure of a Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure of the first Party to comply with such obligation, covenant, agreement, or condition.

E.4 Assignment. Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of DE, which shall not be unreasonably withheld. DE may, to the fullest extent allowed by law: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to an affiliate of DE; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DE with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to DE as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service. Upon any such assignment, Customer agrees that DE shall have no further obligations under this Agreement.

E.5 No Third-Party Beneficiaries. The Parties do not intend that this Agreement confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; provided, however, that the Parties recognize that the Cooperative or its designee shall receive the Cooperative Fee.

E.6 Severability. If any of the provisions of this Agreement is held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties.

E.8 Further Assurances. The Parties hereto agree to promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which may be reasonably requested in order to effectuate the transactions contemplated hereby.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact DE Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-888-925-9115, Monday through Friday 8:00AM to 6:00PM Eastern Time. DE shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID identified on The Offer Sheet.

E.11 Governing Law.
a. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas, without regard to the conflict of laws provisions thereof.
b. The Parties agree that all disputes between them which arise under this Agreement and which are not settled shall be decided by a court of competent jurisdiction and the Parties submit to the jurisdiction of the courts of the State of Texas.
c. Subject to the provisions of E.11.a. above, this Agreement shall be subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "Applicable Law").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement shall not be applied to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed to be an original. A facsimile or scanned email copy of either Party's signature shall be considered an original for all purposes under this Agreement along with any amendments pursuant to E.7 above, and each Party shall provide its original signature upon request.

E.14 Electronic Transactions and Signatures. The Parties consent to the use of electronic agreements and to conduct Offer Sheet transactions via email and/or facsimile. Such electronic correspondence shall be deemed a "writing", by which the Parties intend to be bound, for purposes of satisfying any applicable state and federal legal requirements. The Parties agree that a typed name and title, including the use of an automated email signature block, in such transaction(s) is the legal equivalent of such Party's representative's manual signature (an "E-signature"). The person executing electronically affirms they have the authority to do so. The Parties agree that no certification of authority or other third-party verification shall be necessary to validate an E-signature and lack of such certification or third-party verification will not in any way affect the enforceability of a Party's E-signature.

Billing Contact Information
and Selection Form

Account/Customer Name: FORT WORTH ISD

Your Name	Kellie J Spencer
Your Phone	817-814-2650
Billing Information Address will be applied to all accounts on Agreement	(Exceptions: Please select a valid Form per account and list number) 7060 Camp Bowie Blvd, Fort Worth, TX 76116
Billing Contact Name	Yvonne Garcia Huizar
Billing Contact Phone	817-814-2055
Billing Contact Fax	
Billing Contact Email	Utilities@fwisd.org
Billing Company Name	Fort Worth Independent School District
Billing Address 1	7060 Camp Bowie Blvd
Billing Address 2	
Billing City, State	Fort Worth, TX
Zip+ 4	76116

Please select, by initialing in the spaces provided below, those options to be applied to Your billing accounts.

X_____ My Accounts are Tax Exempt
Please provide current copy of valid Tax Exemption Form when submitting this document to receive applicable tax exemption on Your electricity invoices.
(Direct Energy can only apply exemptions if a completed form is provided)

X_____ Please aggregate my accounts onto one invoice (maximum 50 accounts per invoice)
(If more than 50 accounts to be aggregated, accounts will be separated by meter read date)

☑ Please check here if You would like to receive Your Contract electronically instead of the mail.

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH CONTRACTOR(S) FOR TURNKEY FF&E SERVICES FOR DAGGETT MIDDLE SCHOOL AND MCCLUNG MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Education Code Chapter 44, Subchapter B, The District issued a Request for Competitive Sealed Proposal (RFCSP 25-056) to select a Turnkey FF&E Contractor for Daggett Middle School and McClung Middle School with the following schedule of events:

First Advertisement	April 10, 2025
Second Advertisement	April 17, 2025
Deadline for Questions	May 20, 2025
Deadline to Receive Proposals	May 27, 2025
Board Approval of CMAR Firm	July 22, 2025

The District received eight (8) responses to the request, but after initial review, determined that only five (5) of the responding vendors submitted complete proposals responsive to all areas of requested service and products. The evaluation committee evaluated each of the qualified responses in accordance with the evaluation criteria, including but not limited to the project-specific qualifications and costs as determined to provide the “best value” to the District.

The RFCSP stated the intent to award one turnkey service provider per campus, reserving the right to award vendors and campuses in the best interest of the District. In accordance with Texas Education Code §44.031, subchapter B, the district shall attempt to negotiate with the highest-ranked vendor. If the District is unable to negotiate successfully or the highest-ranked vendor declines to enter into a contract, the District shall formally end negotiations and proceed to negotiations with the next contractor as ranked until an agreement is reached or the scope is rebid.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with Contractor(s) for Turnkey FF&E Services for Daggett Middle School and McClung Middle School in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Negotiate and Enter into a Contract with Contractor(s) for Turnkey FF&E Services for Daggett Middle School and McClung Middle School 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 Contractor(s) for Turnkey FF&E Services for Daggett Middle School and McClung Middle School in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-042 Daggett Middle School 661-81-6629-070 Jean McClung Middle School

COST:

Not to Exceed $1,450,000.00 Daggett Middle School
Not to Exceed $1,211,729.00 Jean McClung Middle School

VENDOR(S)/PROVIDER(S):

Indoff, Inc
Learning Environments, LLC
MeTEOR Education, LLC
School Specialty, LLC
Tangram Interiors, LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFCSP #25-056

Solicitation/Proposal Statistics
Solicitation Number: 25-056
Number of Solicitations/Proposals received: 8
Compliant Solicitations: 5

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

Capital Improvement Program
TEA #042 Daggett Middle School
TEA #070 Jean McClung Middle School

RATIONALE:

FF&E Turnkey services are necessary for the planned renovation, addition, and new school projects for the 2021 Capital Improvement Program. The selected firm(s) will be required to provide a "turnkey" service to the District by managing the complete process from product planning, product delivery, to product inventory on site. PROCEDEO Group will coordinate with the selected firm regarding the construction schedule before scheduling product delivery. All products will be delivered at an agreed-upon delivery date. Approval of this authorization to enter into contracts for Furniture, Fixtures, and Equipment (FF&E) Turnkey Services for the 2021 Capital Improvement Program is vital to the overall success of delivering complete, operational, and fully functional spaces on time and within budget.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE INCREASE TO PREVIOUSLY APPROVED ARCHITECTURAL SERVICES, ENGINEERING SERVICES, AND PROFESSIONAL SERVICES AMOUNT FOR RIVERSIDE MIDDLE SCHOOL IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On December 14, 2021, the Board of Education approved the qualification of firms and authorized the Capital Improvement Staff to negotiate and award contracts for Architectural, Engineering, and Professional Services for the 2021 Capital Improvement Program. On September 27th, 2022, the Board of Education Approved Ratification of the Contracts for Architectural and Engineering Profession Services for the 2021 Capital Improvement Program and Projects Funded as a Result of the 2021 Bond Election.

On May 28th, 2024, the Board of Education Approved Authorization to Negotiate with a Construction Manager at Risk for a GMP Amendment(s) for Construction Services for Riverside Middle School in Conjunction with the 2021 Capital Improvement Program. As a result of the construction contract amount, the Architect contract must be amended, and the Architect not-to-exceed amount must be adjusted.

Campus	Current NTE	New NTE
Riverside MS	$2,838,047.28	$3,547,559.10

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Riverside Middle School in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Riverside Middle School in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Increase to Previously Approved Architectural Services, Engineering Services, and Professional Services Amount for Riverside Middle School in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-056

COST:

Not to exceed $3,547,559.10

VENDOR(S)/PROVIDER(S):

Parkhill, Smith & Cooper

PURCHASING MECHANISM:

Competitive Solicitation

Bid Proposal Statistics
Bid Number: 22-041
Number of Bid/Proposals Received: 50
Number of Compliant Bid/Proposals Received: 50

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

Capital Improvement Program
TEA #056 Riverside Middle School

RATIONALE:

The compensation for the architect is based on the cost of construction

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR JOB ORDER CONTRACTING (JOC) HAZMAT ABATEMENT SERVICES IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On June 28, 2022, the Board of Education approved authorization to enter into contracts for Job Order Contracting (JOC) HAZMAT Abatement Services under Request for Competitive Sealed Proposals (RFCSP) 22-087.

On April 22, 2025, RFQ 22-087 became invalid. As a result, the District issued RFP 25-074 entitled "Job Order Contracting (JOC) HAZMAT Abatement Services for the FWISD 2021 Capital Improvement Program" (CIP) with the following schedule of events:

Event	Date
First Advertisement	May 28, 2025
Second Advertisement	June 4, 2025
Deadline for Submission of Questions	June 6, 2025
Statements of Qualification Due	June 12, 2025

On June 12, 2025, the District received thirteen (13) Competitive Sealed Proposals (CSPs) from firms in response to the RFP. All thirteen (13) CSPs submitted were deemed responsive and compliant with the RFP Requirements.

The evaluation resulted in the recommendation of the top ten (10) firms for JOC HAZMAT Abatement Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2269.401, staff recommends that the Board approve the firms identified as qualified providers of JOC HAZMAT Abatement Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Job Order Contracting (JOC) HAZMAT Abatement Services in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Job Order Contracting (JOC) HAZMAT Abatement Services in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Job Order Contracting (JOC) HAZMAT Abatement Services in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-xxx

COST:

Not to Exceed $15,000,000

VENDOR(S)/PROVIDER(S):

- aadval
- AMX Environmental Ltd.
- DWW Abatement, Inc.
- EDRS, Inc.
- E-Logic, Inc.
- HP Envirovision (HP Ecological Services, LLC)
- One Reef, LLC
- Picasso Contractors LLC
- RNDI Companies
- TEAM Enterprise (Hester Environmental, LLC)

PURCHASING MECHANISM:

Competitive Solicitation
RFP #25-074

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

Capital Improvement Program

RATIONALE:

JOC HAZMAT Abatement Services are necessary to support the 2021 Capital Improvement Program. Approval of the qualification of firms and authorizing CIP to enter

into contracts for these services will enable the District to move forward with procurement of the 2021 CIP Projects.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR CIVIL ENGINEERING SERVICES FOR TRAFFIC IMPACT ANALYSIS AND TRAFFIC MANAGEMENT PLANS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On June 27, 2023, the Board of Education approved authorization to enter into contracts for Civil Engineering Services for Traffic Impact Analysis and Traffic Management Plans under Request for Qualifications (RFQ) 23-115.

On April 22, 2025, RFQ 23-115 became invalid. As a result, the District issued RFQ 25-075 entitled "Traffic Impact Analysis/Traffic Management Plan (TIA/TMP) Services for the FWISD 2021 Capital Improvement Program" (CIP) with the following schedule of events:

Event	Date
First Advertisement	May 28, 2025
Second Advertisement	June 4, 2025
Deadline for Submission of Questions	June 6, 2025
Statements of Qualification Due	June 12, 2025

On June 12, 2025, the District received three (3) Statements of Qualification (SOQs) from firms in response to the RFQ. All three (3) SOQs submitted were deemed responsive and compliant with the RFQ Requirements.

The evaluation resulted in the recommendation of the three (3) firms for TIA/TMP Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2254.004, staff recommends that the Board approve the firms identified as qualified providers of TIA/TMP Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Civil Engineering Services for Traffic Impact Analysis and Traffic Management Plans in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Civil Engineering Services for Traffic Impact Analysis and Traffic Management Plans in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Civil Engineering Services for Traffic Impact Analysis and Traffic Management Plans in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-xxx

COST:

Not to Exceed $1,800,000

VENDOR(S)/PROVIDER(S):

- DeShazo Group
- Lee Engineering
- Teague Nall and Perkins, Inc.

PURCHASING MECHANISM:

Competitive Solicitation
RFQ #25-075

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

Capital Improvement Program

RATIONALE:

TIA/TMP Services are necessary to support the 2021 Capital Improvement Program. Authorizing the Capital Improvement Program to enter into contracts for this service will enable vital phases to be completed prior to commencement of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) TEST AND BALANCE SERVICES IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On May 24, 2022, the Board of Education approved authorization to enter into contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services under Request for Qualifications (RFQ) 22-050.

On April 22, 2025, RFQ 22-050 became invalid. As a result, the District issued RFQ 25-076 entitled “HVAC Test & Balance Services for the FWISD 2021 Capital Improvement Program” (CIP) with the following schedule of events:

Event	Date
First Advertisement	May 28, 2025
Second Advertisement	June 4, 2025
Deadline for Submission of Questions	June 6, 2025
Statements of Qualification Due	June 12, 2025

On June 12, 2025, the District received five (5) Statements of Qualification (SOQs) from firms in response to the RFQ. All five (5) SOQs submitted were deemed responsive and compliant with the RFQ Requirements.

The evaluation resulted in the recommendation of the five (5) firms for HVAC Test and Balance Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2254.004, staff recommends that the Board approve the firms identified as qualified providers of HVAC Test and Balance Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Heating, Ventilation, and Air Conditioning (HVAC) Test and Balance Services in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-xxx

COST:

Not to Exceed $4,000,000

VENDOR(S)/PROVIDER(S):

- ATCO EnviroAir Testing Engineers
- Campos Engineering, Inc.
- LCCx, LLC
- Palmetto Air & Water Balance
- TAB Technologies, LLC

PURCHASING MECHANISM:

Competitive Solicitation
RFQ #25-076

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

Capital Improvement Program

RATIONALE:

HVAC Test and Balance Services are necessary to support the 2021 Capital Improvement Program. Authorizing the Capital Improvement Program to enter into

contracts for this service will enable vital phases to be completed prior to commencement of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO NEGOTIATE AND ENTER INTO A CONTRACT WITH A GENERAL CONTRACTOR FOR MEADOWBROOK MIDDLE SCHOOL RENOVATIONS IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

Pursuant to the provisions of Texas Education Code Chapter 2269, Subchapter D, the District issued a Competitive Sealed Proposal (CSP 25-053) to select a General Contractor firm for the Meadowbrook Middle School Renovations with the following schedule of events:

First Advertisement	April 8, 2025
Second Advertisement	April 15, 2025
Pre-Proposal Conference	April 17, 2025
Deadline for Questions	May 21, 2025
Deadline to Receive Proposals	May 29, 2025

On May 29, 2025, the District received three (3) CSPs from firms in response to the solicitation. All three (3) of the proposals were deemed responsive and compliant with the CSP requirements. The three (3) proposals were evaluated and ranked as follows:

1. Northridge Construction Group
2. Phillips/May Corporation
3. Tegrity Contractors

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 PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Negotiate and Enter into a Contract with a General Contractor for Meadowbrook 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 General Contractor for Meadowbrook 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 General Contractor for Meadowbrook Middle School Renovations in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-052 Meadowbrook Middle School

COST:

Not to Exceed $36,826,079.00

VENDOR(S)/PROVIDER(S):

Northridge Construction Group
Phillips/May Corporation
Tegrity Contractors

PURCHASING MECHANISM:

Competitive Solicitation
RFCSP #25-053

Solicitation/Proposal Statistics
Solicitation Number: 25-053
Number of Solicitations/Proposals received: 3
Compliant Solicitations: 3

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

Capital Improvement Program
TEA #052 Meadowbrook Middle School

RATIONALE:

In accordance with Board Policy CV (LOCAL), the Superintendent selected competitive sealed proposal 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 §2269.151, will be selected to enter into a contract to provide these construction services.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR CONSTRUCTION MATERIALS TESTING SERVICES IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On April 26, 2022, the Board of Education approved authorization to enter into contracts for moving services under Request for Qualifications (RFQ) 22-044.

On April 22, 2025, RFQ 22-044 became invalid. As a result, the District issued RFQ 25-069 entitled "Construction Materials Testing Services for the FWISD 2021 Capital Improvement Program" (CIP) with the following schedule of events:

Event	Date
First Advertisement	May 21, 2025
Second Advertisement	May 28, 2025
Deadline for Submission of Questions	May 30, 2025
Statements of Qualification Due	June 5, 2025

On June 5, 2025, the District received fifteen (15) Statements of Qualification (SOQs) from firms in response to the RFQ. All fifteen (15) SOQs submitted were deemed responsive and compliant with the RFQ Requirements.

The evaluation resulted in the recommendation of the top eleven (11) firms for Construction Materials Testing Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2254.004, staff recommends that the Board approve the firms identified as qualified providers of Construction Materials Testing Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Construction Materials Testing Services in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Construction Materials Testing Services in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Construction Materials Testing Services in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-xxx

COST:

Not to Exceed $3,000,000

VENDOR(S)/PROVIDER(S):

- Alliance Geotechnical Group, Inc.
- Braun Intertec
- ECS Southwest, LLP
- Globe Engineers, Inc.
- HVJ North Texas-Chelliah Consultants. Inc.
- Intertek-PSI (Professional Service Industries, Inc.)
- Mas-Tek Engineering & Associates
- Raba Kistner, Inc.
- Rone Engineering Services, Ltd.
- Terracon Consultants, Inc.
- UES Professional Solutions 44

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation/Proposal Statistics
Solicitation Number: RFQ #25-069
Number of Solicitations/Proposals received: 15
Compliant Solicitations: 15

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

Capital Improvement Program

RATIONALE:

Construction Materials Testing Services are necessary to support the 2021 Capital Improvement Program. Authorizing the Capital Improvement Program to enter into contracts for this service will enable vital phases to be completed prior to commencement of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR ENVIRONMENTAL AND HAZMAT CONSULTANT SERVICES IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On May 24, 2022, the Board of Education approved authorization to enter into contracts for moving services under Request for Qualifications (RFQ) 22-047.

On April 22, 2025, RFQ 22-047 became invalid. As a result, the District issued RFQ 25-070 entitled “Environmental & HAZMAT Consultant Services for the FWISD 2021 Capital Improvement Program” (CIP) with the following schedule of events:

Event	Date
First Advertisement	May 21, 2025
Second Advertisement	May 28, 2025
Deadline for Submission of Questions	May 30, 2025
Statements of Qualification Due	June 5, 2025

On June 5, 2025, the District received fourteen (14) Statements of Qualification (SOQs) from firms in response to the RFQ. All fourteen (14) SOQs submitted were deemed responsive and compliant with the RFQ Requirements.

The evaluation resulted in the recommendation of the top eleven (11) firms for Environmental & HAZMAT Consultant Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2254.004, staff recommends that the Board approve the firms identified as qualified providers of Environmental & HAZMAT Consultant Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Environmental & HAZMAT Consultant Services in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Environmental & HAZMAT Consultant Services in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Environmental & HAZMAT Consultant Services in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-xxx

COST:

Not to Exceed $4,000,000

VENDOR(S)/PROVIDER(S):

- ECS Southwest, LLP
- Ensolum, LLC
- ERC Environmental & Construction
- Icon Environmental Consultants
- Intertek-PSI (Professional Service Industries, Inc.)
- PASS Associates, Inc.
- Precision Environmental Services
- Primera Professional Services
- Raba Kistner, Inc.
- Terracon Consultants, Inc.
- UES Professional Solutions 44

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation/Proposal Statistics
Solicitation Number: 25-070
Number of Solicitations/Proposals received: 14
Compliant Solicitations: 14

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

Capital Improvement Program

RATIONALE:

Environmental & HAZMAT Consultant Services are necessary to support the 2021 Capital Improvement Program. Authorizing the Capital Improvement Program to enter into contracts for this service will enable vital phases to be completed prior to commencement of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE AUTHORIZATION TO ENTER INTO CONTRACTS FOR GEOTECHNICAL ENGINEERING SERVICES IN CONJUNCTION WITH THE 2021 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

On May 24, 2022, the Board of Education approved authorization to enter into contracts for moving services under Request for Qualifications (RFQ) 22-045.

On April 22, 2025, RFQ 22-045 became invalid. As a result, the District issued RFQ 25-071 entitled "Geotechnical Engineering Services for the FWISD 2021 Capital Improvement Program" (CIP) with the following schedule of events:

Event	Date
First Advertisement	May 21, 2025
Second Advertisement	May 28, 2025
Deadline for Submission of Questions	May 30, 2025
Statements of Qualification Due	June 5, 2025

On June 5, 2025, the District received sixteen (16) Statements of Qualification (SOQs) from firms in response to the RFQ. All sixteen (16) SOQs submitted were deemed responsive and compliant with the RFQ Requirements.

The evaluation resulted in the recommendation of the top eleven (11) firms for Geotechnical Engineering Services to support the 2021 Capital Improvement Program. In accordance with the Texas Government Code §2254.004, staff recommends that the Board approve the firms identified as qualified providers of Geotechnical Engineering Services based on demonstrated competence and qualifications; and authorize the CIP department to enter contracts for these services in support of the 2021 Capital Improvement Program.

STRATEGIC PRIORITY:

4 - Operational Alignment and Efficiency

ALTERNATIVES:

1. Approve Authorization to Enter into Contracts for Geotechnical Engineering Services in Conjunction with the 2021 Capital Improvement Program
2. Decline to Approve Authorization to Enter into Contracts for Geotechnical Engineering Services in Conjunction with the 2021 Capital Improvement Program
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve Authorization to Enter into Contracts for Geotechnical Engineering Services in Conjunction with the 2021 Capital Improvement Program

FUNDING SOURCE:	***Additional Details***
CIP 2021	661-81-6629-xxx

COST:

Not to Exceed $2,000,000

VENDOR(S)/PROVIDER(S):

- Alliance Geotechnical Group, Inc.
- Braun Intertec
- ECS Southwest, LLP
- Globe Engineers, Inc.
- HVJ North Texas-Chelliah Consultants. Inc.
- Intertek-PSI (Professional Service Industries, Inc.)
- Mas-Tek Engineering & Associates
- Raba Kistner, Inc.
- Rone Engineering Services, Ltd.
- Terracon Consultants, Inc.
- UES Professional Solutions 44

PURCHASING MECHANISM:

Competitive Solicitation

Solicitation/Proposal Statistics
Solicitation Number: RFQ #25-071
Number of Solicitations/Proposals received: 16
Compliant Solicitations: 16

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

Capital Improvement Program

RATIONALE:

Geotechnical Engineering Services are necessary to support the 2021 Capital Improvement Program. Authorizing the Capital Improvement Program to enter into contracts for this service will enable vital phases to be completed prior to commencement of construction.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations

ACTION AGENDA ITEM
BOARD MEETING
July 22, 2025

TOPIC: APPROVE TO AUTHORIZE SUPERINTENDENT TO NEGOTIATE AND ENTER INTO CONTRACT FOR ALTERNATIVE SHUTTLE SERVICES

BACKGROUND:

The Transportation Department requests approval to negotiate and execute a contract for alternative student shuttle services, specifically serving special education and McKinney-Vento students. The proposed contract has a not-to-exceed amount of $1,600,000 annually and is intended to cover a two-year period from August 2025 through June 2027. This initiative aims to ensure reliable transportation for eligible students throughout the duration of the contract.

STRATEGIC PRIORITY:

1 - Student Academic Excellence

ALTERNATIVES:

1. Approve to Authorize Superintendent to Negotiate and Enter into Contract for Alternative Shuttle Services
2. Decline to Approve to Authorize Superintendent to Negotiate and Enter into Contract for Alternative Shuttle Services
3. Remand to Staff for Further Study

SUPERINTENDENT'S RECOMMENDATION:

Approve to Authorize Superintendent to Negotiate and Enter into Contract for

Alternative Shuttle Services

FUNDING SOURCE:	***Additional Details***
General Fund	199-34-6299-865

COST:

$1,600,000 per year

VENDOR(S)/PROVIDER(S):

Alternative Logistics Technologies Holdings DBA Everdriven Technologies, LLC

PURCHASING MECHANISM:

Cooperative Agreement

Omnia Contract #R230901

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

Transportation
Districtwide

RATIONALE:

Approving this shuttle service is vital to supporting over 100 FWISD students, including those in Special Education and under the McKinney-Vento Act. In partnership with the District's H.E.L.P. Program, the service ensures these students have reliable transportation to school, helping reduce absenteeism and promoting academic stability. This investment reflects the district's commitment to equity and access for all students.

INFORMATION SOURCE:

Kellie Spencer, Deputy Superintendent of Operations