Board of Education
Regular Meeting
September 10, 2019
Notice is hereby given that on September 10, 2019 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 Board Complex, 2903 Shotts Street, Fort Worth, Texas. 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.

FORT WORTH INDEPENDENT SCHOOL DISTRICT

AGENDA

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

2. PLEDGES - Lily B. Clayton Elementary School

3. RECOGNITIONS
   A. Recognition of Students Performing and Greeting Prior to the Meeting

4. LONE STAR GOVERNANCE
   A. Individualized Learning

5. PUBLIC COMMENT

6. RECESS - RECONVENE IN REGULAR SESSION - BOARD CONFERENCE ROOM

7. DISCUSSION OF AGENDA ITEMS

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.)
   A. Board of Education Meeting Minutes
      1. August 13, 2019 - Regular Meeting
      2. August 27, 2019 - Regular Meeting
   B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases $50,000 and More
1. Approve Purchase of Industry Certification Examination License and Prep Materials

2. Approve the Purchase of CTE Computers

3. Approve Authorization to Award Contracts for a Structured Primary Literacy Program

C. Approve the Service Contract Between Fort Worth Independent School District and Renzulli Learning, LLC to Purchase the Renzulli Learning System User Licenses

D. Approve Contract for From the Heart International Educational Services

E. Approve the New Teacher Project (TNTP) Contract Extension for Community Partnerships Grant

F. Approval of Interlocal Agreement Contract Between the Crowley Independent School District and the Fort Worth Independent School District for Procurement Card Services

G. Approve Easement and Right of Way for Job No. 006-202 Eastern Hills High School Addition/Renovation in Conjunction with the 2017 Capital Improvement Program

H. Approve First Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL)

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

10. EXECUTIVE SESSION

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

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

   B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including 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. District Teaching Permit for Non-Core CTE Courses

   C. Security Implementation (Texas Government Code §551.076)

   D. Real Property (Texas Government Code §551.072)


11. RECONVENE IN REGULAR SESSION - BOARD ROOM

12. ACCEPT CONSENT AGENDA
13. **ACTION ITEMS**
   A. Item/Items Removed from Consent Agenda
   B. Personnel

14. **ACTION AGENDA ITEMS**
   A. Take Action to Approve the Proposed Termination of Certain Continuing Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
   B. Take Action to Approve the Proposed Termination of Certain Probationary Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
   C. Take Action to Approve the Proposed Termination of Certain Term Contract Employees for Good Cause Pursuant to Chapter 21 of the Texas Education Code
   D. Approval of District Teaching Permit for Non-Core CTE Courses
   E. Approve Shared Service Agreement (SSA) with ESC Region XI for Instructional Services, Materials and Professional Development Training and Administration of Services for Private Nonprofit Schools Located within Fort Worth ISD Boundaries
   F. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for Special November 5, 2019 Election
   G. Approve Adoption of the Hart Intercivic Verity System as the Voting System to be Used for all Forms of Voting in Tarrant County

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

16. **ADJOURN**
CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: BOARD OF EDUCATION MEETING MINUTES

BACKGROUND:

The Open Meetings Act (the “Act”) was adopted in 1967 with the sole intent of making governmental decision-making accessible to the public. (It was codified without substantive change as Government Code Chapter 551.) The “Act” requires meetings of governmental bodies (school district board of trustees) to be open to the public, except for expressly authorized closed sessions, and to be preceded by public notice of the time, place and subject matter of the meeting.

Section 551.021 of the Texas Government Code states that (a) A governmental body shall prepare and keep minutes of each open meeting of the body with the minutes containing the subject of each deliberation and indicating action taken on each vote, order or decision. Section 551.022 provides that the minutes are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or designee.

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve the Board Of Education Meeting Minutes
2. Decline to Approve the Board Of Education Meeting Minutes
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve The Board Of Education Meeting Minutes
FUNDING SOURCE

No Cost

COST:

None

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:
• Bid – Bid Summary / Evaluation
• Inter-Local (IL) – Price Quote and IL Contract Summary Required
• Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
• Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Board of Education

RATIONALE:

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

INFORMATION SOURCE:

Karen Molinar
MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 13, 2019.

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 August 8, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 05:30 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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 August 8, 2019 at 05:30 p.m.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

RETURN OF THE MEETING AUGUST 13, 2019

I, Faye Daniels, Executive Secretary of the Board of Education of the Fort Worth Independent School District, do verify that a copy of this notice of meeting was posted on August 8, 2019 in a place convenient to the public at the Administration Building, 100 N. University Drive, Fort Worth, Texas, as required by the Texas Government Code, Section 551.001 et seq.

Given under my hand on August 8, 2019.

/s/ Faye Daniels  
Executive Secretary  
Board of Education

1. **5:30 P.M. - CALL REGULAR MEETING TO ORDER - BOARD ROOM**

   President Ramos called the meeting to order at 5:30 p.m.

   The following Board Members were present:

   Anne Darr  
   CJ Evans  
   Tobi Jackson  
   Anael Luebanos  
   Ashley Paz  
   Quinton Phillips  
   Jacinto Ramos  
   Norman Robbins  
   Jerry Moore, Interim Chief Academics Officer

   The following administrators were present:

   Dr. Kent Scribner, Superintendent  
   Sherry Breed, Chief of Equity & Excellence  
   Vicki Burris, Chief of Capital Projects/Capital Improvement Program  
   Art Cavazos, Chief of District Operations  
   Karen Molinar, Chief of Staff, Policy and Planning  
   Raul Pena, Chief of Elementary Schools  
   Cynthia Rincon, Chief of Human Capital Management  
   Elsie Schiro, Chief of Business & Finance  
   Cherie Washington, Chief of Secondary Schools
2. **PLEDGES**

Mr. Ramos led in the pledges.

3. **RECOGNITIONS**

   A. **2019-20 Principal Appointments**

      Clint Bond introduced the principal appointments.

4. **REPORTS AND PRESENTATIONS**

   A. **2019-2020 General Fund Budget Update**

      Elsie Schiro gave this report.


      A video was shown and staff provided positive comments regarding preparation for the start of school and the Yes Conference that was held at Paschal High School.

5. **PUBLIC COMMENT**

Speakers: Gregory Wesley - allocations lower to teachers Tammy Gomez Darius Tidwell - sped tchr. assst./pay concerns Mary Boswell Joan Cain Beverly Fletcher Steven Poole Brandi Cottingham Ginger Gearheart Arnoldo Hurtado Miguel Arguedo

6. **RECESS - RECONVENE IN REGULAR SESSION BOARD CONFERENCE ROOM**

The meeting was recessed at 6:52 p.m. and reconvened at 7:00 p.m.

7. **DISCUSSION OF AGENDA ITEMS**

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.)**

   A. Board of Education Meeting Minutes

      1. June 4, 2019 - Special Meeting
2. June 4, 2019 - Board Workshop

3. June 18, 2019 - Board Workshop

4. June 25, 2019 - Regular Meeting

B. Acceptance of Bids/Proposals, Single Source, and Agreement Purchases $50,000 and More

1. Approve Purchase of Structured Spanish Primary Literacy Materials

2. Approve the Targeted Instructional Coaching Contract, Data Use and Privacy Agreement

3. Approve Memorandum of Understanding between TCU College Advising Corps and Fort Worth ISD

4. Approve Payment of Program Participation Fees to Project Lead the Way

5. Approve Consultant to Provide Mentoring Services for the FWISD My Brother’s Keeper (MBK) Program for 2019-2020

6. Approve the Consulting Proposal and the 2019 Sue Rose Institute between The Cowan Center and Fort Worth Independent School District

7. Approve 2019-2020 Allocation for Fort Worth After School (FWAS) Full Service Provider at Young Men’s Leadership Academy, Glencrest 6th, Rosemont 6th, Wedgwood 6th, Riverside MS, Monnig MS and McClung MS

8. Approve the Purchase of Statewide Assessment Materials for Identification of English Learners

9. Approve Purchase of Learning Management System

10. Approve the Purchase of N2Y, LLC (Unique Learning Systems and News-2-You) Software Licenses and Training

11. Approve Purchase of Wireless Enterprise Agreement

12. Approve Renewal of Enboard Application Portal Service

13. Approve Purchase of Grade 6-8 Science Stemscopes Online Resource
14. Approve the Purchase of Istation for the Leadership Academies at Como ES, Logan ES, John T. White ES, Mitchell Blvd. ES, and Forest Oak MS

15. Approve Purchase of Eduthings Program

16. Ratify Contract for Plain Old Telephone Service and Plexar Lines

17. Ratify Contract for Session Initiation Protocol (SIP) Trunking Services

18. Approve Replacement of Boiler at Meadowbrook Middle School

C. Approve the Sale of a Tax Foreclosed Property at 1821 N. Sylvania Ave, Fort Worth, Texas

D. Approve the Quarterly Investment Report for the Period April 1, 2019 - June 30, 2019

E. Approve The Annual Investment Report for the Period July 1, 2018 - June 30, 2019

F. Approve Workforce Solution of Tarrant County Contract with FWISD Office of Adult Education Adult Education Program

G. Approve Interlocal Cooperation Agreement between the Tarrant County Hospital District DBA JPS Health Network and Fort Worth Independent School District for Provisions of Educational Services to Juvenile In-Patients

H. Approve Memorandum of Understanding between Fort Worth ISD and the Marriott Foundation for People with Disabilities and BRIDGES from School to Work

I. Approve First Reading-Revisions to Board Policies DCD(LOCAL) and DEC(LOCAL)

J. Approve Closeout of the Contract with Texas Metal Company, LTD. for Kitchen Bid Package KP 003 (RFCSP #16-041) and Authorization of Final Payment In the 2013 Capital Improvement Program

K. Approve Budget Amendment and Authorization to Proceed with the Annual Renewal of the Management Software System for Use in the 2013 Capital Improvement Program

L. Approve Authorization to Negotiate and Enter Into a Contract with SFP2 JV, LLC for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 002-102 (RFQ #19-101) Arlington Heights High School Addition/Renovation
M. Approve Authorization to Negotiate and Enter Into a Contract with Steele & Freeman/Post L JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 003-102 (RFQ #19-104) South Hills High School Addition/Renovation

N. Approve Authorization to Negotiate and Enter Into a Contract with JE Dunn - Phillips/May JV for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 009-202 (RFQ #19-092) Polytechnic High School Addition/Renovation

O. Approve Purchase and Installation of New Replacement Chiller for Paschal High School (Job #010-212) in Conjunction with the 2017 Capital Improvement Program

P. Approve the Authorization to Negotiate and Enter Into a Contract with Reeder General Contractors, Inc. for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 015-202 (RFQ #19-100) Western Hills High School Addition/Renovation

Q. Approve Authorization to Negotiate and Enter Into a Contract with Adolfson & Peterson Construction for a GMP for Construction Services in Conjunction with the 2017 Capital Improvement Program Job No. 071-102 (RFQ #19-099) Benbrook Middle/High School Addition/Renovation

R. Approve Closeout of the CMAR Contract with Con-Real Turner for Bid Package 043, GMP II (RFCSP #16-007) and Authorization of Final Payment in the 2013 Capital Improvement Program

S. Approve Minutes of the May 20, 2019 Citizens’ Oversight Committee Meeting for the 2017 Capital Improvement Program

9. RECESS - RECONVENE IN BOARD CONFERENCE ROOM FOR EXECUTIVE SESSION

10. 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)

1. Palazzolo v. Fort Worth Independent School District; No. CV12-07-438, 271st Judicial District Court, Wise County; No. 02-18-00205-CV, Fort Worth Court of Appeals

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain
Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

11. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 7:36 p.m.

12. ACCEPT CONSENT AGENDA

Motion was made by Ashley Paz, seconded by Tobi Jackson, to approve CONSENT AGENDA.

The motion was unanimously approved.

13. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

14. ACTION AGENDA ITEMS

No action was taken on items A., B. or C.

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

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

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

D. Take Action in the Current Palazzolo Lawsuit to ratify the District’s filing of its July 12, 2019 Motion for Rehearing with the Fort Worth Court of Appeals, and move to authorize the filing of any other appropriate appeal-related documents.

Motion was made by Norman Robbins, seconded by Ashley Paz, to approve In the Current Palazzolo Lawsuit, I move to Ratify the District’s Filing of its July 12, 2019 Motion for Rehearing with the Fort Worth Court of Appeals, and Move to Authorize the Filing of any Other Appropriate Documents with the Fort Worth Court of Appeals, the Filing of a Petition for Review with the Texas Supreme Court, and the Filing of any
other Appeal-Related Documents as the District's Litigation counsel considers Appropriate.

The motion was unanimously approved.

The vote was 7 for and 1 abstention by C. J. Evans.

E. Approve Endorsement of Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A

Motion was made by Quinton Phillips, seconded by CJ Evans, to approve Endorsement of Justin Chapa as Candidate for Texas Association of School Boards (TASB) Board of Directors, Region 11, Position A.

The motion was unanimously approved.

The vote was 7 for and 1 abstention by Anne Darr.

F. Approve Selection of a Delegate and an Alternate to the 2019 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 21, 2019

Motion was made by Quinton Phillips, seconded by Tobi Jackson, to approve Selection of Quinton Phillips as the Delegate and Anael Luebanos as the Alternate to the 2019 Texas Association of School Boards (TASB) Delegate Assembly Meeting on September 21, 2019.

The motion was unanimously approved.

G. Approve District Teaching Permits for Non-Core CTE Courses

Motion was made by Tobi Jackson, seconded by Ashley Paz, to approve District Teaching Permits for Non-Core CTE Courses.

The motion was unanimously approved.

H. Approve Memorandum of Understanding Between the Relay Graduate School of Education and Fort Worth ISD to Allow Teaching Interns at District Campuses

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Memorandum of Understanding Between the Relay Graduate School of Education and Fort Worth ISD to Allow Teaching Interns at District Campuses.

The motion was unanimously approved.

I. Approve the 2019-2020 General Fund Budget Amendment for the Period Ended July 31, 2019

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve the 2019-2020 General Fund Budget Amendment for the Period Ended July 31, 2019.

The motion was unanimously approved.
J. Approve the 2019-2020 Student Code of Conduct

Motion was made by Tobi Jackson, seconded by Norman Robbins, to approve the 2019-2020 Student Code of Conduct.

The motion was unanimously approved.

K. Approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2019-2020 School Year

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve Contract Renewals for Educational Technology Digital Learning, Texas Student Data System (TSDS), Public Education Information Management System (PEIMS) and Region 11 Telecommunication Network (RETN) for 2019-2020 School Year.

The motion was unanimously approved.

L. Approve the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11

Motion was made by Tobi Jackson, seconded by Anael Luebanos, to approve the Purchase of the Curriculum Support Services Package TEKS Resources Subscription through Region 11.

The motion was unanimously approved.

M. Approve Adoption of Resolution and Order of Special Election

Motion was made by Quinton Phillips, seconded by Ashley Paz, to approve Adoption of Resolution and Order of Special Election.

The motion was unanimously approved.

N. Approve Resolution and Order for Election Services for the November 5, 2019, Fort Worth ISD Board of Education Special Election

Motion was made by Quinton Phillips, seconded by CJ Evans, to approve Resolution and Order for Election Services for the November 5, 2019, Fort Worth ISD Board of Education Special Election.

The motion was unanimously approved.

O. Consider the Level III Vendor Grievance for Con-Real

1. 10 minutes - Presentation by Employee and/or Representative
2. 10 minutes - Presentation by District Representative

3. 10 minutes - Questions from Board Members

4. 15 minutes - Board Deliberations in Closed Session

5. Render Decision In Open Session on the Level III Grievance (if any)

Motion was made by Ashley Paz, seconded by CJ Evans, to approve to Uphold the Administration’s Decision and Deny the Relief Sought by Con-Real.

The motion was unanimously approved.

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

16. ADJOURN

The meeting was adjourned at 8:30 p.m.

/s/ Faye Daniels
Board of Education

Video of the meeting is available on the Board of Education website at http://www.fwisd.org
MINUTES OF THE MEETING
OF
FORT WORTH BOARD OF EDUCATION

The Board of Education of the Fort Worth Independent School District held a meeting on August 27, 2019.

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 August 22, 2019, the Board of Education of the Fort Worth Independent School District will hold a meeting beginning at 6:00 p.m. at the the Fort Worth Independent School District Board Complex, 2903 Shotts Street, Fort Worth, Texas. The subjects to be discussed are listed on the agenda which is made a part of this notice.

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
C.barie Washington, Chief of Secondary Schools  
Barbara Griffith, Senior Communications Officer  
Clint Bond, Executive Director of External & Emergency Communications

2. **PLEDGES**

Mr. Ramos led the pledges.

A brief recess was called due to technical issues.

3. **PUBLIC HEARING ON PROPOSED 2019-2020 TAX RATES**

Elsie Schiro and David Johnson gave this report.

4. **PUBLIC COMMENT ON PROPOSED 2019-2020 TAX RATES**

There were no speakers.

5. **CLOSE PUBLIC HEARING**

Mr. Ramos closed the public hearing.

6. **RECOGNITIONS**

A. Recognition of Students Performing and Greeting Prior to the Meeting

Clint Bond introduced the greeters for the evening who were from the Army JROTC unit at North Side High School.

7. **REPORTS/PRESENTATIONS**

A. **Proclamation for A Week of Suicide Prevention**

Mr. Ramos read the resolution "The Future is Bright - A Week of Suicide Prevention." United Voices for Change, President Joceline Rojas, was recognized by Mr. Ramos to speak.

B. **Accountability 2018-2019**

Dr. Scribner gave an opening introduction to this report.  
Sara Arispe, Assistant Superintendent, opened the presentation.  
Sherry Breed spoke regarding Racial Equity and School Performance Framework.  
Raul Pena spoke regarding Accountability Interventions and the Effective Schools Framework.  
Jerry Moore - Fort Worth ISD Action Steps/Instructional Initiatives regarding Curriculum & Instruction.  
Sara Arispe - FWISD Campus Results
2. Approve Renewal of the Electronic Visitor Management System for District Campuses and Administrative Facilities

3. Approve Technical Support Agreements for the District’s HVAC Controls

4. Approve Renewal and Expansion of the Learning Management System for District-Wide Compliance Training and Professional Learning

5. Approve Purchase of Web-Based On-line Curriculum Program for Retrieval, Recovery, Acceleration, Blended Learning, and Special Programs for High Schools and Middle Schools

6. Approve Annual Subscription Renewal for Online Information Databases for All Campuses

7. Approve Annual Subscription Renewal for Library Management Software


9. Approve Proposed High School Course Changes for the 2020-2021 School Year

10. Approve the Purchase of a Multi-Tiered Student Online Support System

11. Approve Dancing Classrooms North Texas Ballroom Dancing Program

12. Approve Funds Transfer Agreement Between Child Care Associates and Fort Worth Independent School District for Childcare Services for the 2019-2020 School Year

13. Approve Contract for Con Mi MADRE

14. Approve 2019-2020 Contract with Girls Inc. of Tarrant County

15. Approve Copier Lease Contract District-Wide and Purchase of Badge Readers and Papercut Licenses

16. Approve Selected Vendors to Print Local Assessments

C. Approve Resolution to Proclaim September 9 through 14, 2019 as “The Future Is Bright: A Week of Suicide Prevention”
13. EXECUTIVE SESSION The Board will convene in closed session as authorized by the Texas Government Code Chapter 551.

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

B. Deliberation Regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee, Including Action Items Related to the Recommendation to Terminate Certain Continuing Contract Employees for Good Cause, the Recommendation to Terminate Certain Term Contract Employees for Good Cause and the Recommendation to Terminate Certain Probationary Contract Employees for Good Cause (Texas Government Code §551.074)

1. Executive Director of Equity and Professional Learning

2. Executive Director of Instructional Initiatives

3. Senior Technology Officer

C. Security Implementation (Texas Government Code §551.076)

D. Real Property (Texas Government Code §551.072)

14. RECONVENE IN REGULAR SESSION - BOARD ROOM

The meeting was reconvened at 8:20 p.m.

15. ACCEPT CONSENT AGENDA

Motion was made by Anael Luebanos, seconded by Norman Robbins, to approve CONSENT AGENDA.

The motion was unanimously approved.

16. ACTION ITEMS

A. Item/Items Removed from Consent Agenda

B. Personnel

Motion was made by Norman Robbins, seconded by Anne Darr, to approve Personnel Appointments.

The motion was unanimously approved.
/s/ Faye Daniels  
Board of Education  

Video of the meeting is available on the Board of Education website at http://www.fwisd.org
CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE PURCHASE OF INDUSTRY CERTIFICATION EXAMINATION LICENSE AND PREP MATERIALS

BACKGROUND:

The number of CTE students taking an industry certification exam has increased significantly in the past year. In an effort to make industry certifications more accessible to students and to fully prepare students for the exams, we have increased the number of exam licenses and preparation materials that we normally purchase. As part of our planning process, we have:

- Identified campuses with career foci ending with certifications
- Identified and trained proctors
- Provided "Interpreting the Data" workshop for proctors/teachers
- Determined cost per campus
- Researched service providers for certifications
- Determined Certiport was sole provider of testing for these particular certifications

Our monitoring processes will include:

- Proctors will report data to the CTE office
- CTE Instructional Coaches will monitor the number of coherent sequence takers (eligible students) that are taking the industry certification exams and strive to attain a 100% participation rate
- Instructional Coaches will also work with teachers to help them analyze the exam results to determine which concepts may need to be reinforced

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Purchase of Industry Certification Examination License and Prep Materials
2. Decline to Approve Purchase Industry Certification Examination License and Prep Materials
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Purchase of Industry Certification Examination License and Prep Materials
FUNDING SOURCE
General Fund

Additional Details
199-11-6399-027-XXX-22-221-000000-

COST:
$268,928.09

VENDOR:
Certiport

PURCHASING MECHANISM
Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 18-065
Number of Bid/Proposals received: 48
HUB Firms: 3
Compliant Bids: 48

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

Purchasing Support Documents Needed:
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit
PARTICIPATING SCHOOL/DEPARTMENTS

Carter Riverside High School
Arlington Heights High School
South Hills High School
Diamond Hill 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
OD Wyatt High School
Young Women's Leadership Academy
Young Men’s Leadership Academy
World Languages Institute
TCC South – FWISD Collegiate

RATIONALE:

The purpose of this purchase is to provide students access to industry recognized certification exams as well as study material to pass the exams. The total number of exams administered has increased from 1349 to 3943 and the total number of exams passed has increased from 836 to 1611 in the previous school year. Our goal is to continue to increase the number of students earning a certification and to provide students with additional resources to prepare for the exam. Industry certification exams are part of the compliance measures for House Bill 5, the federal Perkins grant as it relates to data reporting on academic standards in the CTE courses, and state accountability.

INFORMATION SOURCE:

Jerry Moore
**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.**

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Grand Total: $13,527.94

Grand Total does not include applicable taxes which may be charged.
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, then may the non-breaching party give 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. Exports of 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, revenues 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 characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party herein 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 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 Buyer, 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.
**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 $15,031.94

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

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 described in the Quote Sheet (hereinafter the “Agreement”). Seller’s agreement to provide the goods and/or services is expressly conditioned on Buyer’s assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

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

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<td>6.00</td>
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**Prepared By:** April Spencer  
**Email:** april.spencer@pearson.com  
**Phone:** 972.637.4604  
**Fax:** 801.492.4118  
**Created Date:** 8/28/2019  
**Expiration:** This quote is valid until 10/31/2019  
**Quote Number:** 00064259  
**Certiport ID:** 90041740  
**Remit by Check to:**  
NCS PEARSON, INC.  
13036 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693  
**Remit by Wire or ACH to:**  
Bank of America - Account Name: NCS Pearson Inc.  
ACH: #071-000-039 WIRE: #0260-0059-3  
Account No: 81881-05386 SWIFT: BOFAUS3N  
(Include invoice number in transmission)  
**Federal Tax ID Number:** 41-0850257  
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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 notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, 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 as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereinafter 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; and (iv) it will not disclose 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 Buyer has been promptly informed and furnished a copy of such 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 Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights on 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.
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.
Prepared By: April Spencer
Email: april.spencer@pearson.com
Phone: 972.637.4904
Fax: 801.492.4118
Created Date: 8/28/2019
Expiration: This quote is valid until 10/31/2019
Quote Number: 00064260
Cartport ID: 90074093
Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693
Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
Include invoice number in transmission
Federal Tax ID Number: 41-0850527

Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA
Corporate Address
5691 Green Valley Drive
Bloomington, MN 55437
USA
Sales (888) 222-7890 Fax (801) 492-4118

Bill To Name: Young Men's Leadership Academy--Fort Worth ISD
Bill To: 5100 Willie Fort Worth, TX 76105 USA

Ship To Name: Young Men's Leadership Academy--Fort Worth ISD
Ship To: 5100 Willie Fort Worth, TX 76105 USA

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Grand Total: $5,243.00

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

Terms and Conditions of Sale

The Quotation, the 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 Quotation ("Buyer") for the sale of goods and/or services as described in the Quotation (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

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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 any obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party to the breaching party. Such notice must provide 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 controls 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 as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party herein 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 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 such 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, nor a party hereto, any remedy, claim, liability, reimbursement, cause of action or other rights.
Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Sales (888) 222-7690 Fax (801) 492-4116

Bill To Name World Languages Institute
Bill To
4921 Benbrook Highway
Fort Worth, TX 76116

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4116
Created Date 8/28/2019
Expiration This quote is valid until 10/31/2019
Quote Number 00064261

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH # 071-000-039 WIRE: # 0260-0995-3
Account No: 61881-0538 SWIFT: BOFAUS3N
(Include invoice number in transmission)
Federal Tax ID Number: 41-0850527

Bill To Name World Languages Institute
Bill To <4921 Benbrook Highway
Fort Worth, TX 76116

**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.

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Grand Total $6,193.00

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 upon Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

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

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, 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 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, then the non-breaching party giving the notice may 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 profits, 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 should not have been informed 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 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 Section shall be deemed confidential in accordance with this Section.

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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.
Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South B20 East. Suite 290
American Fork, UT 84003
USA

Corporate Address
5631 Green Valley Drive
Bloomington, MN 55437
USA

Sales (866) 222-7890 Fax (801) 492-4118

Certport ID 90041738

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: #071-000-039 WIRE: #0260-0959-3
Account No: 81681-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

Prepared By April Spencer
Email apri1.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/29/2019
Expiration This quote is valid until 10/31/2019
Quote Number 00064338

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

Ship To Name Arlington Heights High School–Fort Worth ISD
Ship To Arlington Heights High School
4501 West Freeway
Fort Worth, TX 76107
USA

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**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 $18,932.90

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

Terms and Conditions of Sale

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

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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
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 point 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 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 give 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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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. 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 Intimacy. 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 as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereafter and shall not be used, published, released, 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 take such precautions, consistent with the reasonable precautions taken 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 (iv) 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, patent, copyright and Seller 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 and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, 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 and 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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1276 South 620 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
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Sales (888) 222-7890
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Bill To Name
South Hills High School—Fort Worth ISD

Bill To
Accounts Payable
100 N University, Suite NW 140-E
Fort Worth, TX 76107-1300
USA

Remit by Check to:
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CHICAGO, IL 60693

Remit by Wire or ACH to:
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ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81861-05388 SWIFT: BOFAUS3N
(Inclusive invoice number in transmission)

Federal Tax ID Number: 41-0850527

Prepared By
April Spencer

Email
april.spencer@pearson.com

Phone
972.637.4604

Fax
801.492.4118

Created Date
8/29/2019

Expiration
This quote is valid until 10/31/2019

Quote Number
00064337

Certiport ID
90040484

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Grand Total $21,816.75

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

Terms and Conditions of Sale

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

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

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order excludes 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 give notice to 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. Local 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.

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Certiport, a business of NCS Pearson, Inc.,
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

Sales (866) 222-7990 Fax (601) 492-4118

Bill To Name Southwest High School—Fort Worth ISD
Bill To Accounts Payable
100 N University, Suite NW 140-E
Fort Worth, TX 76133
USA

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include Invoice number in transmission)

Federal Tax ID Number: 41-0680527

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Grand Total $17,539.92
Grand Total does not include applicable taxes which may be charged.

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ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 61881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

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

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

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** 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 $16,551.84
Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

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

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

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

2. Implementation of Services
Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.
3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller’s facility, and any loss or damage thereafter shall not 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 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 not accept 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 such 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 such 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.
Prepared By: April Spencer
Email: april.spencer@pearson.com
Phone: 972.637.4604
Fax: 801.492.4118
Created Date: 8/28/2019
Expiration: This quote is valid until 10/31/2019
Quote Number: 00064279
Certiport ID: 90046739

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-00-0039 WIRE: # 0250-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

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

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

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"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: $16,479.78

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

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 conditioned on Buyer's acceptance to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

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

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

3. Payment, Prices and Surcharges. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges,
sections, 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 point 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 give the notice to terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach of this Agreement, the non-breaching party will have the right to recover any 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 is 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 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 for breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, lost 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 use 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 therein 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 such communication, notice or 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. 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 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.
The Quote Sheet and these Terms and Conditions of Sale contained herein bear the agreement between Certiport, a business of NCS Pearson, Inc. ("Buyer") and the organization listed on this Quote Sheet ("Seller") 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 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 an acceptance of the terms and conditions herein.

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3. Payment. Prices and Terms. 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.

### Terms and Conditions of Sale

**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.**

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</tbody>
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**Grand Total**

$15,026.50

Grand Total does not include applicable taxes which may be charged.
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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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 the 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 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 hereafter 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 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 therefor, 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.
**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.**

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**Terms and Conditions of Sale**

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certipoint, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement"). Seller's agreement to provide the goods and/or services is expressly conditional on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent in 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 Certipoint 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
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. Local 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 controls 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 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. Indemnification 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 or services supplied to Seller by 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. Indemnification by Buyer: Buyer agrees to indemnify 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 are not subject to cost accounting principles,
including but not limited to Federal Acquisition Regulation Part 10 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.
Prepared By: April Spencer  
Email: april.spencer@pearson.com  
Phone: 972.637.4604  
Fax: 801.492.4118  
Created Date: 8/28/2019  
Expiration: This quote is valid until 10/31/2019  
Quote Number: 00064283  
Certiport ID: 90041743

Mailing Address (Send POs here)  
Certiport, a business of NCS Pearson, Inc.  
1276 South 620 East, Suite 200  
American Fork, UT 84003  
USA

Corporate Address  
5601 Green Valley Drive  
Bloomington, MN 55437  
USA

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

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

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

Product Code  
Product  
Quantity  
Sales Price  
Total Price

(CCI) NOS Jasperactive Site License (Full Suite) 1 Year K12/WFD  
1.00  
$4,199.00  
$4,199.00

(LearnKey) ACA 30 Seat License -300 User K12/WFD (GMetric Platform)  
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$1,575.00

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$4,446.00

1101634  
MOS License - US K-12  
1.00  
$3,744.00  
$3,744.00

** 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: $13,964.00  
Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale:

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

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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
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 in the terminating 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 does not cure the breach by the cure date stated in the notice, only then may the non-breaching party give 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. **Local 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.

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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 laws of the State of Minnesota without giving effect to the principles of conflicts of 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.
Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
5001 Green Valley Drive
Bloomington, MN 55437
USA

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

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/28/2019
Expiration This quote is valid until 10/31/2019
Quote Number 00064263
Certiport ID 90077195

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

Bill To Name TCC South FWISD Collegiate High School–Fort Worth ISD
Bill To 5301 Campus Dr.
Fort Worth, TX 76119
USA

Ship To Name TCC South FWISD Collegiate High School–Fort Worth ISD
Ship To 5301 Campus Dr.
Fort Worth, TX 76119
USA

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Grand Total $11,687.00

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 non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach 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 services or goods 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 as secret, confidential, or proprietary (“Confidential Information”) will be kept in confidence by the other party hereinafter and shall not be used, published, revealed, provided, disclosed, 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) if 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) each party will be liable to the other party 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 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 32 entitled “Cost Accounting Standards Regulation”. Buyer’s relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed 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.
Prepared By: Apnl Spencer
Email: april.spencer@pearson.com
Phone: 972.637.4604
Fax: 801.492.4118
Created Date: 8/28/2019
Expiration: This quote is valid until 10/31/2019
Quote Number: 00064264

Remit by Check to:
NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-6959-3
Account No: 81881-05385 SWIFT: B0FAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0650527

Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

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

Bill To Name: Ben Brook Middle-High School
Bill To: 201 Overcrest Dr.
        Benbrook, TX 76126

Ship To Name: Ben Brook Middle-High School
Ship To: 201 Overcrest Dr.
        Benbrook, TX 76126

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

Grand Total: $2,667.00

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

Terms and Conditions of Sale

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

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

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

3. Payment, Prices and Setoff. Payment terms are not 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
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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, lost profits, expenses, or for loss of profits, 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 the other party 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 breach 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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Mailing Address (Send POs here)
Certiport, a business of NCS Pearson, Inc.
1276 South B20 East, Suite 200
American Fork, UT 84003
USA

Corporate Address
5601 Green Valley Drive
Bloomington, MN 55437
USA

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

Prepared By April Spencer
Email april.spencer@pearson.com
Phone 972.637.4604
Fax 801.492.4118
Created Date 8/28/2019
Expiration This quote is valid until 10/31/2019
Quote Number 00064266
Certiport ID 90055230

Remit by Check to:
NCS PEARSON, INC.
13038 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:
Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0599-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0650527

Bill To Name Young Women's Leadership Academy--Fort
Worth ISD
Bill To 100 N University
Suit NW140-E
Fort Worth, TX 76107
USA

Ship To Name Young Women's Leadership Academy--Fort
Worth ISD
Ship To 1066 W. Magnolia Avenue
Fort Worth, TX 76104
USA

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Grand Total $6,021.00

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

Terms and Conditions of Sale

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

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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 profits, 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 Inadequacy.** 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 as such in writing, will be held in confidence by the other party and shall not be used, published, revealed, 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; and (iv) 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 or proprietary information. The terms and conditions of this Section 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 and against any and all third party claims that any goods or materials 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 of such claims and will furnish a copy of such communications, notice or 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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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.
** 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.

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Grand Total $25,251.00

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

**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 conditioned on Buyer's assent to this Agreement. If Buyer objects to any terms herein, such objection must be in writing and delivered to Seller within seven (7) calendar days of receipt of this document. Failure to make such timely exception or acceptance of any goods or services by Buyer shall be conclusively deemed assent to the terms and conditions herein.

1. **Order Acceptance and Complete Agreement.** All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. Seller reserves the right to change the prices and specifications without notice. Trade customs, 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
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 thereupon 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 license 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 at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party shall not cure the breach by the cure date stated in the notice, then the non-breaching party giving the notice may 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 provide 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 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, released, 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, patent, 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 such 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, patent, 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 Buyer, 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 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: April Spencer  
Email: april.spencer@pearson.com  
Phone: 972.637.4604  
Fax: 801.452.4118  
Created Date: 8/28/2019  
Expiration: This quote is valid until 10/31/2019  
Quote Number: 00064269  
Certiport ID: 90040482

Remit by Check to:  
NCS PEARSON, INC.  
13036 COLLECTION CENTER DRIVE  
CHICAGO, IL 60693

Remit by Wire or ACH to:  
Bank of America - Account Name: NCS Pearson Inc.  
ACH: # 071-000-039 WIRE: # 0260-0959-3  
Account No: 81881-05388 SWIFT: BOFAUS3N  
(Include invoice number in transmission)

Federal Tax ID Number: 41-0650527

Mailing Address (Send P0s here)  
Certiport, a business of NCS Pearson, Inc.  
1276 South 820 East, Suite 200  
American Fork, UT 84003  
USA

Corporate Address  
5601 Green Valley Drive  
Bloomington, MN 55437  
USA

Sales (888) 222-7690  
Fax (801) 492-4118

Bill To Name: R. L. Paschal High School—Fort Worth ISD  
Bill To: Accounts Payable  
100 N University, Suite NW 140-E  
Fort Worth, TX 76107-1300  
USA

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

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Grand Total: $27,561.79  
Grand Total does not include applicable taxes which may be charged.

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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 all 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 operation of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

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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 proved 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. 

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. 

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General. It is mutually agreed that any provisions of this Agreement, which, by their nature, shall 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.
Bill To Name: Trimble Technical High School–Fort Worth ISD  
Bill To: Accounts Payable  
100 N University, Suite NW 140-E  
Fort Worth, TX 76107  
USA  

Ship To Name: Trimble Technical High School–Fort Worth ISD  
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Fort Worth, TX 76104  
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** 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: $23,964.73  
Grand Total does not include applicable taxes which may be charged.  

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

1. **Order Acceptance and Complete Agreement**. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties. Except as set forth herein, the parties agree there are no other contracts or agreements between them, oral or written, with respect to the products and/or services procured hereunder (including any made or implied past dealings). No additional or different terms and conditions stated in or attached to Buyer's order or Buyer's communications to Seller, including, but not limited to, Buyer's orders, purchase order or other communication to Seller are applicable to this transaction in any way, and are hereby rejected and shall not be considered as Buyer's exceptions to these terms and conditions. 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, 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. Local 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 titles 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 damage, 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, 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 wilful 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 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 Buyer 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, or 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
September 10, 2019

TOPIC: APPROVE THE PURCHASE OF CTE COMPUTERS

BACKGROUND:

The Career and Technical Education (CTE) department would like to purchase 15 computers to refresh older computers that are currently in STEM, Arts A/V, Architecture, and Business classrooms. The CTE department has developed a refresh plan to replace several computer labs each year to stay up to date with industry standards. The course concepts and curriculum for these programs are heavily dependent on advanced computer software. We must ensure that our computers are up to date so that the software can operate efficiently.

STRATEGIC GOAL:

Goal 4: Develop a Workforce that is Student & Customer-Centered

ALTERNATIVES:

1. Approve the purchase of CTE computers
2. Decline to approve the purchase of CTE computers
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the purchase of computer

FUNDING SOURCE

Special Revenue 244-11-6396-001-XXX-22-721-000000-20F21

COST:

$380,686.15

VENDOR:

Hewlett Packard
**PURCHASING MECHANISM**

Interlocal Agreement

This purchase is in accordance with the Texas Education Code section 44.031 (j) regarding school district purchases made through an Interlocal contract. Pricing obtained through the Department of Information Resources Contract TSO-4159. Supporting documentation is attached. The recommended vendor is listed above.

_Purchasing Support Documents Needed:_
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Arlington Heights High School  
Benbrook High School  
Diamond Hill Jarvis High School  
Eastern Hills High School  
North Side High School  
OD Wyatt High School  
Paschal High School  
Polytechnic High School  
Southwest High School  
South Hills High School  
Trimble Tech High School  
Western Hills High School  
Young Women’s Leadership Academy

**RATIONALE:**

The purpose of this purchase is to provide students with the resources needed to achieve the technical skills required for various career fields. Up to date computers are a necessary component of the curriculum for these courses. They allow teachers to provide students with hands on experience to master the skills and concepts required for various careers, as well as industry certification exams. Our goal is to continue to increase the number of students who graduate college and career ready with an industry certification. Reliable classroom computers that efficiently run the required software help us accomplish this goal.
INFORMATION SOURCE:

Jerry Moore
600 G5 CTE---Klein

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Order Information

Email notification  jessica.fleming@hp.com  Email notification comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011.

Billing information

Billing address

Company  Fort Worth Isd-Chief of Staff  Attention to
Address line 1  100 N University Dr  Email
Address line 2  Address line 3  Phone
City  Fort Worth  Fax
State/Province  Texas  Zip/postal code  76107  Country  US

Invoice instructions

Shipping information
Shipping address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
City: Fort Worth
State/Province: Texas
Zip/Postal code: 76107
Country: US

Shipping options
Requested delivery date
Shipping method

Shipping instructions

Quote Summary

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**Cost:** USD $130.00 USD $157.47 $3,510.00
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Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.
If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

**Federal Government Customers Only -** The Customer is responsible for ensuring the value of Open Market items is consistent with their contract terms and conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.
600 G5 CTE--Cope

Created by: Lenora Scales
Partner agent: 
Quote total: USD $10,088.40
Quote number: 891675
Created on: August 20, 2019
Expires on: September 19, 2019

Order Information

Email notification: jessica.fleming@hp.com
Email notification comments:

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011.

Billing information

Billing address
Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
Address line 2: 
Address line 3: 
City: Fort Worth
State/Province: Texas
Zip/postal code: 76107
Country: US
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Email: 
Phone: 
Fax:

Invoice instructions

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**Special pricing code**  
41872212

**Subtotal**  
USD $10,088.40

**Estimated Tax**  
USD $0.00

**Total**  
USD $10,088.40

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# 600 G5 CTE---Quera

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## Order Information

- **Email notification**: jessica.fleming@hp.com
- **Email notification comments**: 

## Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

## Billing Information

### Billing Address

- **Company**: Fort Worth Isd-Chief of Staff
- **Address line 1**: 100 N University Dr
- **Address line 2**: 
- **Address line 3**: 
- **City**: Fort Worth
- **State/Province**: Texas
- **Zip/postal code**: 76107
- **Country**: US

### Attention to

- **Email**: 
- **Phone**: 
- **Fax**: 

## Invoice instructions

### Shipping Information
Shipping address

Company: Fort Worth Isd-Chief of Staff  
Address line 1: 100 N University Dr  
Address line 2:  
Address line 3:  
City: Fort Worth  
State/Province: Texas  
Zip/Postal code: 76107  
Country: US

Shipping options

Requested delivery date
Shipping method

Shipping instructions

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Configuration: 31618622 |

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**Special pricing code**

41872212

**Subtotal**

USD $28,247.52

**Estimated Tax**

USD $0.00

**Total**

USD $28,247.52

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600 G5 CTE---Pettigrew

Created by  Lenora Scales  Quote number  891668
Partner agent  Quote total  USD $27,238.68
Created on  August 20, 2019  Expires on  September 19, 2019

Order Information

Email notification  jessica.fleming@hp.com  Email notification comments

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

Company  Fort Worth Isd-Chief of Staff
Address line 1  100 N University Dr
Address line 2
Address line 3
City  Fort Worth
State/Province  Texas
Zip/postal code  76107
Country  US

Attention to  Email
Phone
Fax

Invoice instructions

Shipping information
Shipping address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
Address line 2
Address line 3
City: Fort Worth
State/Province: Texas
Zip/Postal code: 76107
Country: US

Shipping options

Requested delivery date
Shipping method

Shipping instructions

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| Special pricing code 41872212 | Subtotal Estimated Tax Total |
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| | USD $27,238.68 USD $0.00 | USD $27,238.68 |

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600 G5 CTE--Bentley

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Order Information

Email notification: jessica.fleming@hp.com

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

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Invoice instructions

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Address line 1: 100 N University Dr
Address line 2
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City: Fort Worth
State/Province: Texas
Zip/Postal code: 76107
Country: US

Shipping options
Requested delivery date
Shipping method

Shipping instructions

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| ENERGy STAR Certified            | 6ME13AV | 1   |
| ProDesk 600PLA250W MT Chassis G4  | 6DD80AV | 1   |</p>
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1FH45A8#ABA  27  USD 130.00  USD 3,510.00
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| Special pricing code 4187221Z                         |        |          | USD $27,238.68 | USD $0.00   | USD $27,238.68     |

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600 G5 CTE---Mark Fay

Created by: Lenora Scales
Partner agent: 
Quote total: USD $29,609.84
Quote number: 891661
Created on: 
Expires on: 

Order Information

Email notification: jessica.fleming@hp.com
Email notification comments:

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
Address line 2: 
Address line 3: 
City: Fort Worth
State/Province: Texas
Zip/postal code: 76107
Country: US
Attention to:
Email Phone Fax

Invoice instructions

Shipping information
Shipping address

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Shipping options

Shipping instructions

Requested delivery date

Shipping method

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## Quote Summary

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  - 6DC50AV
  - 1
- ENERGY STAR Certified
  - 6ME13AV
  - 1
- ProDesk 600PLA250W MT Chassis G4
  - 6DD80AV
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<td>HP VGA Port</td>
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**Total Quantity:** 52

**Total Cost:** USD 6,760.00

**Unit Cost:** USD 130.00
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**Total**

Special pricing code 41872212

| Subtotal   | USD $29,609.84 |
| Tax        | USD $0.00     |
| **Total**  | **USD $29,609.84** |

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600 G5 CTE---Gillespie

Created by: Lenora Scales
Partner agent: 
Quote total: USD $26,229.84
Quote number: 891659
Created on: August 20, 2019
Expires on: September 19, 2019

Order Information

Email notification: jessica.fleming@hp.com

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing Information

Billing address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
Address line 2: 
Address line 3: 
City: Fort Worth
State/Province: Texas
Zip/postal code: 76107
Country: US
Attention to: 
Email: 
Phone: 
Fax: 

Invoice instructions

Shipping Information

111
Shipping address

Company: Fort Worth Isd-Chief of Staff
Address: 100 N University Dr
City: Fort Worth
State/Province: Texas
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Country: US

Attention to
Email
Phone
Fax

Shipping options
Requested delivery date
Shipping method

Shipping instructions

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600 G5 CTE--Miller

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Order Information

Email notification   jessica.fleming@hp.com

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

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Attention to

Email

Phone

Fax

Invoice instructions

Shipping information
Shipping address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
City: Fort Worth
State/Province: Texas
Zip/Postal code: 76107
Country: US

Shipping options

Requested delivery date
Shipping method

Shipping instructions

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### Special pricing code 4187221Z

| Subtotal Estimated Tax Total | USD $26,229.84 | USD $26,229.84 |

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600 G5 CTE--Nicholson

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Order Information

Email notification
jessica.fleming@hp.com

Email notification comments

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

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Invoice instructions

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Shipping address

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Address line 1: 100 N University Dr
Address line 2
Address line 3
City: Fort Worth
State/Province: Texas
Zip/Postal code: 76107
Country: US

Shipping options
Requested delivery date
Shipping method

Shipping instructions

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**Special pricing code:**

4187221Z

**Subtotal:**

USD $26,229.84

**Estimated Tax:**

USD $0.00

**Total:**

USD $26,229.84

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600 G5 CTE--Vasquez

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Order Information

Email notification  jessica.fleming@hp.com

Purchaser contact information

Lenora Scales, lenora.scales@fwsd.org, 817-814-3011,

Billing information

Billing address

<table>
<thead>
<tr>
<th>Company</th>
<th>Fort Worth Isd-Chief of Staff</th>
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<td>100 N University Dr</td>
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Attention to

Email
Phone
Fax

Invoice instructions

Shipping information
Shipping address

Company: Fort Worth Isd-Chief of Staff  
Address line 1: 100 N University Dr  
City: Fort Worth  
State/Province: Texas  
Zip/Postal code: 76107  
Country: US

Shipping options

Requested delivery date

Shipping instructions

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**Quote Summary**

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<td>6ME13AV</td>
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**Total:**

USD 130.00 USD 157.41 USD 3,380.00
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600 G5 CTE--Colbert

Created by
Lenora Scales
Quote number
891652
Partner agent
Quote total
USD $26,229.84
Created on
August 20, 2019
Expires on
September 19, 2019

Order Information

Email notification
jessica.fleming@hp.com
Email notification comments

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

Company
Fort Worth Isd-Chief of Staff
Attention to
Email
Address line 1
100 N University Dr
Phone
Address line 2
Address line 3
City
Fort Worth
Fax
State/Province
Texas
Zip/postal code
76107
Country
US

Invoice instructions

Shipping information
Shipping address

<table>
<thead>
<tr>
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<th>Fort Worth Isd-Chief of Staff</th>
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Shipping options

Shipping instructions

Requested delivery date

Shipping method

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**Quote Summary**

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**Special pricing code**: 4187221Z

**Subtotal**: USD 26,229.84

**Estimated Tax**: USD 0.00

**Total**: USD 26,229.84

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600 G5 CTE--Christensen

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Order Information

- Email notification: jessica.fleming@hp.com
- Email notification comments

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

- Company: Fort Worth Isd-Chief of Staff
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- Address line 3: 
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- Country: US

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Requested delivery date
Shipping method

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600 G5 CTE--Colby Allen

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Order Information

Email notification  jessica.fleming@hp.com  Email notification comments

Purchaser contact information
Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

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Invoice instructions

Shipping information
Shipping address

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Shipping options

Requested delivery date
Shipping method

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**Special pricing code**: 41872212

**Subtotal**: USD $26,229.84

**Estimated Tax**: USD $0.00

**Total**: USD $26,229.84

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600 G5 CTE---Powell

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Order Information

Email notification: jessica.fleming@hp.com

Purchaser contact information

Lenora Scales, lenora.scales@fwisd.org, 817-814-3011,

Billing information

Billing address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
Address line 2: 
Address line 3: 
City: Fort Worth
State/Province: Texas
Zip/postal code: 76107
Country: US

Attention to
Email
Phone
Fax

Invoice instructions

Shipping information
Shipping address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
City: Fort Worth
State/Province: Texas
Zip/Postal code: 76107
Country: US

Attention to
Email
Phone
Fax

Shipping options

Requested delivery date
Shipping method

Shipping instructions

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600 G5 CTE---Herak

Created by: Lenora Scales
Partner agent: 
Quote total: USD $28,247.52
Quote number: 891670
Created on: 
Expires on: August 20, 2019
September 19, 2019

Order Information

Email notification: jessica.fleming@hp.com
Email notification comments:

Purchaser contact information

Lenora Scales, lenora.scales@fwsd.org, 817-814-3011,

Billing information

Billing address

Company: Fort Worth Isd-Chief of Staff
Address line 1: 100 N University Dr
Address line 2: 
Address line 3: 
City: Fort Worth
State/Province: Texas
Zip/postal code: 76107
Country: US
Attention to: 
Email
Phone
Fax

Invoice instructions

Shipping information
Shipping address

Company: Fort Worth Isd-Chief of Staff  
Address line 1: 100 N University Dr  
Address line 2:  
Address line 3:  
City: Fort Worth  
State/Province: Texas  
Zip/Postal code: 76107  
Country: US

Shipping options

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Shipping method

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HP EliteDisplay E223 21.5-inch Monitor U.S. - English localization

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Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.
If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

Federal Government Customers Only - The Customer is responsible for ensuring the value of Open Market items is consistent with their contract terms and conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.
Texas Department of Information Resources

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Home / All Contracts & Services / Contract Detail

HP Inc.

Vendor ID
1941081436211

URL

Vendor Website

HUB Type
Non HUB

DIR Contract Number
DIR-TSO-4159

Contract Term End Date
9/28/2020

Contract Exp Date
9/28/2024

E-Rate Qualified

Contact HP Inc.
Contact
Nancy Lenkowski
Phone
(404) 774-9211
Fax
630) 884-320

Contact DIR
Contact
Stephanie Harrison
Phone
(512) 463-3290
Fax
(512) 475-4759

Contract Overview
HP Inc. offers computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Available brands include: HP, APC, Citrix, and many others. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors.

Contract Documents
- DIR-TSO-4159 Contract PDF (320.51KB)
- DIR-TSO-4159 Appendix A Standard Terms and Conditions PDF (418.75KB)
- DIR-TSO-4159 Appendix B HUB Subcontracting Plan (Approved on 02-25-2019) PDF (814.35KB)
- DIR-TSO-4159 Appendix C Pricing Index PDF (251.91KB)
- DIR-TSO-4159 Appendix D SW Lic and SW HW Support Agreement PDF (162.81KB)

CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC:  APPROVE AUTHORIZATION TO AWARD CONTRACTS FOR A STRUCTURED PRIMARY LITERACY PROGRAM

BACKGROUND:

As part of our District focus on early literacy and through an audit of current literacy resources and practices, we recognize a need for intensive literacy support in structured literacy instruction. Teachers and principals have asked the District for a phonics system that provides the instructional components and training needed to support high levels of literacy.

FWISD has adopted a comprehensive approach to building awareness and capacity for literacy instruction for early childhood through grade 2 to ensure 100% of students are reading on or above grade level by 3rd grade.

Structured Early Literacy Program

FWISD is a Structured Primary Literacy Program for grade PK-2. Structured Literacy incorporates the evidenced – based elements needed for automatic word reading: decoding and language comprehension. Structured Literacy teaching is systematic, explicit, and diagnostic, Structured Literacy instruction requires deep content knowledge and specific teaching expertise.

The four day professional learning focuses on Structured Literacy principals, assistant principals, coaches and teachers. Knowledge of the elements and principles of instruction will build capacity to support and promote effective reading instruction for all students.

Each day of instruction will include interactive presentations, practice activities with content, checks for understanding, collaborative leadership discussions, and time for reflection.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve Authorization to Award Contracts for a Structured Primary Literacy Program
2. Decline to Approve Authorization to Award Contracts for a Structured Primary Literacy Program
3. Remand to staff for further study
SUPERINTENDENT’S RECOMMENDATION:

Approve Authorization to Award Contracts for a Structured Primary Literacy Program

FUNDING SOURCE

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<th>Additional Details</th>
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COST:

$813,724.90

VENDOR:

Neuhaus Education Center

PURCHASING MECHANISM

Bid/RFP/RFQ

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit
PARTICIPATING SCHOOL/DEPARTMENTS

Year 1 Campuses
063 Como Montessori
101 Alice Carlson
103 Benbrook
107 Burton Hill
114 Manuel Jara
116 Lily B. Clayton
138 H.V. Helbing
141 Meadowbrook
143 D. McRae
146 M.H. Moore
148 Charles E. Nash
149 North Hi Mount
150 Oakhurst
154 Mary Louise Phillips
156 Ridglea Hills
157 Luella Merrett
159 Versia Williams
165 Richard J. Wilson
166 South Hi Mount
167 South Hills
168 Springdale
171 Tanglewood
175 Washington Heights
176 Waverly Park
177 Westcliff
184 Worth Heights
187 J.T. Stevens
190 Riverside ALC
194 Daggett Montessori
207 Westpark
219 Lowery Road
220 Alice Contreras
224 M.G. Ellis
225 Bonnie Brae

Year 2 Continuum
111 Carter Park
120 Rufino Mendoza
122 Diamond Hill
126 East Handley
131 Rosemont
132 Glen Park
133 W.M. Green
134 Greenbriar
135 Van Zandt-Guinn
137 Hubbard Heights
139 Kirkpatrick
147 Morningside
151 Natha Howell
152 Oaklawn
160 Maudrie Walton
161 Sam Rosen
162 Sagamore Hill
163 Bruce Shulkey
172 W.J. Turner
180 Western Hills Elem
186 David K. Sellars
188 Atwood McDonald
206 Bill Elliott
209 Edward J. Briscoe
216 Woodway
221 Western Hills Primary
223 Cesar Chavez
226 Seminary Hills Park
227 Dolores Huerta

Year 3 Continuum
105 West Handley
110 Carroll Peak
115 George C. Clarke
118 Hazel Harvey Peace
119 E.M. Daggett
121 De Zavala
123 S.S. Dillow
125 Eastern Hills
127 Christene C. Moss
130 Harlean Beal
153 A.M. Pate
169 Sunrise-McMillian
178 Westcreek
208 T.A. Sims
222 Clifford Davis
RATIONALE:

Professional learning coaching is needed to equip our teachers with structured primary literacy skills. English literacy instruction and Spanish literacy instruction are key to developing strong foundational skills for our students.

FWISD is requesting a multisensory approach to teaching reading based on the Orton-Gillingham approach which teaches the structure for language and combines all learning senses - auditory (hearing and speaking), visual (seeing and perceiving), and kinesthetic (touch and movement) in teaching students. Learners move systematically from simple to more complex material in a sequential, logical manner that enables students to master important literacy skills.

Year 1 Cohorts - Will build capacity to support and promote effective reading instruction for all students.
Year 2 Cohorts - Will continue to build capacity to support and promote effective reading instruction for all students.
Year 3 Cohorts – Will continue the work to build capacity to support and promote effective literacy instruction for all students.

INFORMATION SOURCE:

Jerry Moore
Company Address: 4433 Bissonnet
Bellaire, TX 77401-3233
US

Phone: (713) 664-7676

Contact Name: Jerry Moore
Phone: 817-814-2000
Email: jerry.moore2@twsd.org

Account Name: Fort Worth ISD
Quote Name: Remote - 2019 Structured Primary Literacy (14) - Fort Worth ISD
Quote To: 100 N. University
Fort Worth, TX 76107

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<th>Product</th>
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<td>$41,300.00</td>
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Grand Total: $163,800.00

Professional Learning Descriptions

2019 Structured Primary Literacy for K-2 & Leaders - Year 3, 14 schools

Purchasing Contracts: Fort Worth ISD RFP #17-080

Neuhaus class size is a maximum 20 participants unless otherwise noted.

See Attachment: Fort Worth ISD 2019 Structured Primary Literacy Neuhaus Education Center Proposed Year 3 (14 schools) Quote #3219 dated 8/28/2019

Implementation Walk (1 coach for 1 day) – The purpose of the Implementation Walk is to determine the extent to which new learning resulting from Neuhaus professional development is being applied in actual practice and to determine the additional supports and professional development needed to implement new learning.

Groups of leaders, led by a Neuhaus trained facilitator, will observe literacy instruction while using an observational protocol. Following classroom observations administrators will aggregate and share the data collected and come to consensus regarding next steps.

Planning Evidence-Based Lessons – Participants will work with their master instructor to plan a comprehensive lesson using information learned to this point. Using resources provided within classes teachers will leave with initial lesson plans for implementation.

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract# 17021KC-08
If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as “CP#17021KC-08” on the Purchase Order.
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<th>Maximum 20 participants/Class <em>unless otherwise noted</em></th>
<th>Days or Unit</th>
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<th>Cost/Unit</th>
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<td>1,750.00</td>
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<td>5 per school x 14 schools = 70</td>
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<td>Grades K-2</td>
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<td>2,950.00</td>
<td>$41,300.00</td>
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<td>For schools or group instructional support scheduled on as needed basis.</td>
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<td><strong>TOTAL</strong></td>
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<td>$163,800.00</td>
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This proposal assumes the following:

- 4 teachers/grade level x 3 grade levels x 14 schools = 168 K-2nd Grades
- 56/grade level
- 2 leaders per school x 14 schools = 28
- (1 principal, 1 assistant principals)

8/28/2019

Includes 14 schools: 4 Kinder teachers, 4 Grade 1 teachers, 4 Grade 2 teachers, 1 VP, & 1 principal each
Company Address: 4433 Bissonnet
Bellaire, TX 77401-3233
US

Phone: (713) 664-7676

Contact Name: Jerry Moore
Phone: (817) 814-2000
Email: jerry.moore2@fwisd.org

Account Name: Fort Worth ISD
Quote Name: Remote - 2019 Structured Primary Literacy (32) - Fort Worth ISD
Quote To: 100 N. University
Fort Worth, TX 76107

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Grand Total: $279,320.48

Professional Learning Descriptions

2019 Structured Primary Literacy (32 schools) Year 1: for leaders and Kinder teachers
Purchasing Contracts: Fort Worth ISD RFP #17-080 (with exceptions below)
Choice Partners #17/021KC-08: Reading Readiness Kit 1 Unlaminated: Consulting
Neuhaus class size is a maximum 40 participants unless otherwise noted.
District is purchasing a set of new class materials for each participant unless otherwise agreed upon in advance.

See Attachment: Fort Worth ISD 2019 Structured Primary Literacy Neuhaus Education Center Proposed Year 1 (32 schools) Quote #3214, dated 08/28/2019

***District Leadership Professional Learning line item is a breakout as a courtesy to FWISD which requested this division to support tracking Title 2 funds. FWISD is offering the classes to 3 schools that are not Title 1 to achieve equity among all schools. The price for District Leadership Professional Learning is $5,900.00.
If FWISD does not purchase two quotes for the 32 schools and 3 schools to total $5,900.00 per District Leadership Professional Learning unit, then this quote will be VOID.

See Page 2 of Quote with further descriptions of services.

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract#17/021KC-08
If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as “CP#17/021KC-08” on the Purchase Order.
### Fort Worth ISD 2019 Structured Primary Literacy

**Neuhaus Education Center Proposed Year 1 (32 schools) Quote #3214**

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<th>Cost/Unit</th>
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**TOTAL $279,320.48**

This proposal assumes the following:

- Kindergarten
- 4 teachers/grade level x 1 grade level x 32 schools = 128 128/grade level
- 2 leaders per school x 32 schools = 64 (1 principal, 1 assistant principal)
- Includes 32 schools: with 4 Kinder teachers, 1 VP, & 1 principal each

**NOTES:**

- **This line item is a breakout as a courtesy to FWISD which requested this division to support tracking Title 2 funds. FWISD is offering the classes to 3 schools that are not Title 1 to achieve equity among all schools. The price for District Leadership Professional Learning is $5,900.00.**
- **If FWISD does not purchase two quotes for the 32 schools and the 3 schools which total $5,900.00 per District Leadership Professional Learning unit, then this quote will be VOID.**
Company Address: 4433 Bissonnet
Bellaire, TX 77401-3233
US
Phone: (713) 664-7676

Contact Name: Jerry Moore
Phone: (817) 814-2000
Email: jerry.moore2@twisd.org

Account Name: Fort Worth ISD
Quote Name: Remote - 2019 Structured Primary Literacy (3) - Fort Worth ISD
Quote To: 100 N. University
Fort Worth, TX 76107

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Grand Total: $35,304.42

Professional Learning Descriptions

2019 Structured Primary Literacy (3 schools) Year 1: for leaders and Kinder teachers
Purchasing Contracts: Fort Worth ISD RFP #17-080 (with exceptions below)
Choice Partners #17/021KC-08: Reading Readiness Kit 1 Unlaminated;
Neuhaus class size is a maximum 40 participants unless otherwise noted.
District is purchasing a set of new class materials for each participant unless otherwise agreed upon in advance.

See Attachment: Fort Worth ISD 2019 Structured Primary Literacy Neuhaus Education Center Proposed Year 1 (3 schools) Quote #3216, dated 08/28/2019.

*** District Leadership Professional Learning line item is a breakout as a courtesy to FWISD which requested this division to support tracking Title 2 funds. FWISD is offering the classes to 3 schools that are not Title 1 to achieve equity among all schools. The price for District Leadership Professional Learning is $5,900.00.
If FWISD does not purchase two quotes for the 32 schools and 3 schools to total $5,900.00 per District Leadership Professional Learning unit, then this quote will be VOID.

See Page 2 of Quote with further descriptions of services.

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract# 17/021KC-08
If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as "CP#17/021KC-08" on the Purchase Order.
## Fort Worth ISD 2019 Structured Primary Literacy

**Neuhaus Education Center Proposed Year 1 (3 schools) Quote #3216**

<table>
<thead>
<tr>
<th>Maximum 40 participants/Class <em>unless otherwise noted</em></th>
<th>Days or Unit</th>
<th>Audience</th>
<th>Units</th>
<th>Cost/Unit</th>
<th>Total</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reading Readiness (2 days) 4 teachers x 2 grades x 3 schools = 24 + 13 Special Education Teachers = 13</td>
<td>2</td>
<td>Kinder</td>
<td>1</td>
<td>11,800.00</td>
<td>$ 11,800.00</td>
<td>24 Kinder teachers + 13 Special Education teachers = 37</td>
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<tr>
<td>Materials: Reading Readiness Class</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Materials: Reading Readiness Kit 1 Unlaminated</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Distirict Leadership Professional Learning*** 1 leader x 3 schools = 3</td>
<td>1</td>
<td>Principals</td>
<td>2</td>
<td>507.00</td>
<td>$ 1,014.00</td>
<td>1. Leaders Using Data to Inform Instruction 2. Leaders Reading Readiness</td>
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<tr>
<td>Materials: Bell Curve</td>
<td></td>
<td>Principals &amp; Assistant Principals</td>
<td>6</td>
<td>2.57</td>
<td>$ 15.42</td>
<td>Materials for Principals</td>
</tr>
<tr>
<td>Materials: Reading Readiness Class</td>
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<td>Assistant Principals</td>
<td>6</td>
<td>107.00</td>
<td>$ 642.00</td>
<td>Materials for Principals</td>
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<tr>
<td>Implementation Walks 3 per school x 3 schools = 9</td>
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<td>Grades K-1</td>
<td>9</td>
<td>1,750.00</td>
<td>$ 15,750.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
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<td></td>
<td></td>
<td></td>
<td><strong>$ 35,304.42</strong></td>
<td></td>
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</table>

This proposal assumes the following:  
4 teachers/grade level x 1 grade levels x 3 schools = 24  
13 Special Education teachers = 13  
3 leaders per school X 3 schools = 9  
(1 principal, 1 assistant principals and 1 coach)  
Includes 3 schools: with 4 Kinder teachers, 1 VP, & 1 principal each  
+13 Special Education teachers

**NOTES:**

***No classes added. These participants will attend the District Leadership Professional Learning with the Year 1 group of 32 schools. This line item is a breakout as a courtesy to the district to support tracking Title 2 funds. These schools are not Title 1 but the district is offering these classes to achieve equity among all schools. This amount is due regardless of attendance or cancellation.***

8/28/2019
Company Address 4433 Bissonnet
Bellaire, TX 77401-3233
US
Phone (713) 664-7676

Contact Name Jerry Moore
Phone 817-814-1950
Email jerry.moore2@fwisd.org

Account Name Fort Worth ISD
Quote Name Remote - 2019 Structured Primary Literacy (30) -
Fort Worth ISD
Quote To 100 N. University
Fort Worth, TX 76107

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<th>Product</th>
<th>Quantity</th>
<th>Sales Price</th>
<th>Total Price</th>
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<tr>
<td>District Leadership Professional Learning (1 Day, Up to 40 Participants)</td>
<td>4.00</td>
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<td>$23,600.00</td>
</tr>
<tr>
<td>Implementation Walks</td>
<td>150.00</td>
<td>$1,750.00</td>
<td>$262,500.00</td>
</tr>
<tr>
<td>Materials: Oral Language &amp; Listening Comprehension Class</td>
<td>300.00</td>
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<td>$12,000.00</td>
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<tr>
<td>Oral Language &amp; Listening Comprehension (1 Day, 21-40 Participants)</td>
<td>6.00</td>
<td>$6,200.00</td>
<td>$37,200.00</td>
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</tbody>
</table>

Grand Total
$335,300.00

Professional Learning Descriptions

2019 Structured Primary Literacy for K-2 & Leaders - Year 2: 30 schools

Purchasing: Fort Worth ISD RFP #17-080 (with exceptions below)

Choice Partners #17/021KC-08: Oral Language & Listening Comprehension, Materials: Oral Language & Listening Comprehension Class

Neuhaus class size is a maximum 40 participants unless otherwise noted.
District is purchasing new class materials for each participant unless otherwise agreed upon.


See Page 2 of Quote with further descriptions of services.

Neuhaus Education Center is a vendor with Choice Partners National Purchasing Cooperative under contract # 17/021KC-08
If your district is a member of HCDE Choice Partners Purchasing Cooperative and purchasing under that contract, please provide the documentation as "CP#17/021KC-08" on the Purchase Order.
Fort Worth ISD 2019 Structured Primary Literacy
Neuhaus Education Center Proposed Year 2 (30 schools) Quote #3217

<table>
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<tr>
<th>Maximum 40 participants/Class <em>unless otherwise noted</em></th>
<th>Days or Unit</th>
<th>Audience</th>
<th>Units</th>
<th>Cost/Unit</th>
<th>Total</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>Oral Language &amp; Listening Comprehension 4 teachers x 2 grades x 30 schools = 240</td>
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<td>Teachers Grades 1 &amp; 2</td>
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<td>6,200.00</td>
<td>$37,200.00</td>
<td>240 teachers</td>
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<td>240</td>
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<td>240 teachers</td>
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<tr>
<td>District Leadership Professional Learning 1 principal x 30 schools = 30</td>
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<td>Principals</td>
<td>2</td>
<td>5,900.00</td>
<td>$11,800.00</td>
<td>1. Kickoff Meeting 2. Leaders Oral Language Listening Comprehension</td>
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<tr>
<td>District Leadership Professional Learning 1 assistant principal x 30 schools = 30</td>
<td>1</td>
<td>Assistant Principals</td>
<td>2</td>
<td>5,900.00</td>
<td>$11,800.00</td>
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<tr>
<td>Materials: Oral Language &amp; Listening Comp</td>
<td></td>
<td>60</td>
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<td>$2,400.00</td>
<td>Materials for principals</td>
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<tr>
<td>Implementation Walks 5 per school x 30 schools = 150</td>
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<td>Grades K-2</td>
<td>150</td>
<td>1,750.00</td>
<td>$262,500.00</td>
<td></td>
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</tbody>
</table>

**TOTAL $335,300.00**

This proposal assumes the following:

4 teachers/grade level x 2 grade levels x 30 schools = 240 120/grade level

2 leaders per school x 30 schools = 90 (1 principal, 1 assistant principals)

8/28/2019

Includes 30 schools: with 4 Kinder teachers, 4 Grade 1 teachers, 4 Grade 2 teachers, 1 VP, & 1 principal each
CONSENT AGENDA ITEM  
BOARD MEETING  
September 10, 2019

TOPIC:  APPROVE THE SERVICE CONTRACT BETWEEN FORT WORTH INDEPENDENT SCHOOL DISTRICT AND RENZULLI LEARNING, LLC TO PURCHASE THE RENZULLI LEARNING SYSTEM USER LICENSES

BACKGROUND:

Renzulli Learning is a web-based learning system that is integrated into the gifted differentiation component of the curriculum framework as a supplementary resource. This is a renewal of a contract for services that we have been using since 2006. Renzulli Learning assists in the development of students’ personal and academic strengths in order to increase engagement and ultimately close achievement gaps. Accessible to all teachers, it enables them to maximize resources to take advantage of Renzulli Learning’s web-based, cross curricular offerings. Teacher productivity is increased and their ability to use more resources with diverse student populations increases students’ self-direction.

STRATEGIC GOAL:

1 – Increase Student Achievement

ALTERNATIVES:

1. Approve the Service Contract between Fort Worth Independent School District and Renzulli Learning, LLC to purchase the Renzulli Learning System User Licenses.
2. Decline to Approve the Service Contract between Fort Worth Independent School District and Renzulli Learning, LLC to purchase the Renzulli Learning System User Licenses.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve the Service Contract between Fort Worth Independent School District and Renzulli Learning, LLC to purchase the Renzulli Learning System User Licenses.

FUNDING SOURCE  Additional Details

General Fund  199-11-6399-001-XXX-21-344-000000
COST:

$70,050.00

VENDOR:

Renzulli Learning, LLC

PURCHASING MECHANISM

Sole Source

This purchase is in accordance with the Texas Education Code section 44.03§ (j) regarding school district purchases available from only one source. A completed sole source affidavit is attached. The recommended vendor is listed above.

Purchasing Support Documents Needed:
• Bid – Bid Summary / Evaluation
• Inter-Local (IL) – Price Quote and IL Contract Summary Required
• Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
• Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All elementary and middle schools

RATIONALE:

For more than 40 years, Dr. Joseph Renzulli and Dr. Sally Reis of the University of Connecticut Neag School of Education and the National Research Center for the Gifted and Talented have engaged in the research and development of enrichment teaching and learning theories and models. Based on this research, they have developed learning materials to promote high levels of achievement, motivation, creativity and student engagement. Their findings demonstrate that students achieve at higher levels when they pursue topics and activities of personal interest and that the enrichment can be provided to all students through the use of technology. Student achievement improves when enrichment opportunities, resources, and encouragement are provided and the general curriculum is differentiated for the individual student.
INFORMATION SOURCE:

Jerry Moore
Fort Worth Independent School District  
Sole Source Affidavit

To comply with the State of Texas definition of a sole source provider, the vendor must satisfy one of the following requirements as defined in the Texas Education Code, Subchapter B., Sec. 44.031.

(j) Without complying with Subsection (a), a school district may purchase an item that is available from **only one source**, including: **CHECK THE BOX BELOW THAT APPLIES**

☐ an item for which **competition is precluded** because of the existence of a patent, copyright, secret process, or monopoly:
  ☐ a film, manuscript, or book:
  ☐ a utility service, including electricity, gas, or water, and
  ☐ a captive replacement part or component for equipment.

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of $15,000.

**PLEASE COMPLETE THIS BOX**

We have carefully reviewed the Texas Education Code, Subchapter B., Sec. 44.031 and hereby certify that we meet and comply with Section (j) and (k) of the aforementioned code **for the sake of** (attach separate sheet if necessary)

See attached letter.

In addition, we certify that no suspension or debarment is in place, which would preclude receiving a federally funded contract.

Company  Renzulli Learning, LLC

Address  837 Whalley Avenue

City, State, Zip Code  New Haven, CT 06515

Telephone No. 203-680-98301  Fax No. 203-200-7011

Email Address bdavis@ipllearning.org  

Authorized Signature

Title  Vice President Academic Relations

SUBSCRIBED AND SWORN to before me on this **8th** day of **August** , 2019

Notary Public, State of  Kansas

Signature  **Jeanette Hoffman**

Printed Name  **August 15, 2022**

Date Commission Expires

Email completed Sole Source Affidavit (and Attachments) to stella.zavala@fwisd.org
March 1, 2019

To whom it may concern:

This letter is to introduce you to Renzulli Learning, LLC, a Delaware corporation. Renzulli Learning, LLC is the sole source vendor in the United States for the Renzulli Learning curriculum, assessment and tools as well as Renzulli Learning Systems. A list of all the Renzulli products is below.

These software/services are now owned, developed, and published as a package exclusively by Renzulli Learning, LLC headquartered in New Haven, Connecticut. Our EIN is 82-2321338.

The Renzulli software/services meet the SEA/LEA scientifically-based assessment, curriculum, management and reporting obligations under NCLB especially for Title I and Title III designated students.

Renzulli Learning, LLC is the copyright proprietor of these items and offers the copyrighted materials of third parties under license. Renzulli Learning is a turnkey system which includes courseware and teacher training/professional development.

For additional information, please contact Renzulli Learning, LLC at 1-203-680-8301 or please visit our website at www.renzzullilearning.com.

Sincerely,

Michael N. DiMauro, CEO
Renzulli Learning, LLC

Sole Source Renzulli Products:

Renzulli Learning System; Renzulli Profiler™; Renzulli Enrichment Resource Search; Renzulli Learning Wizard Project Maker; Renzulli Learning PSP®; Renzulli Differentiation Engine™; Renzulli Lesson Library®; Renzulli Score Booster®, Renzulli Next-Book®
The assessment data that we use the most within the system is the student "profile" that is completed within the system; we use this profile as a part of the G/T Identification and Services process:

Renzulli Learning provides an easy and efficient way to differentiate instruction and personalize learning for all students.

Differentiating and personalizing instruction begins with understanding student's interests, their likes and dislikes, the ways they like to communicate, and the ways they like to learn. When students are matched with highly customized learning opportunities that appeal to them individually, they display greater engagement, deeper learning, and increased motivation.

Reflecting more than 40 years of research and used with students across the world, the Renzulli Profiler uncovers each student's unique "Profile" through a series of questions about his or her interests and preferred ways of communicating and learning.

Students log into Renzulli Learning, complete the Renzulli Profiler, and the result is a comprehensive digital snapshot of each student's interests, learning styles, and expression styles. Available for grades PreK-12, the Renzulli Profiler allows teachers to achieve a better understanding of their students and helps to increase engagement in learning, leading to higher academic achievement.

In the online assessment, the questions on the Renzulli Profiler identify student's top three areas in each of the following categories:

- Interest Areas
- Learning Styles
- Expression Styles
- Academic Achievement Levels

"Renzulli Learning is the most original and practical resource for classroom differentiation I have seen. The student profiles and a wealth of material in the system make it much easier to challenge students in any curricular area."

— Sandra N. Kaplan, University of Southern California

Past that, Renzulli Learning Systems is able to pull data and share with us all sorts of metrics related to the system:

- how many students, teachers, and parents are registered
- how many times registrants have logged in
- for how long registrants have been logged in
- how many assignments and projects have been completed within the system
Terms of Service

USE OF THIS WEBSITE
Unless otherwise indicated, this Website and its contents are the property of Renzulli Learning, Inc. and/or its licensors and are protected, without limitations, pursuant to U.S. and international copyright and trademark laws.

Certain Renzulli Learning Websites are freely accessible ("Renzulli Learning Corporate Website"). Other Renzulli Learning Websites are restricted to those who are authorized to access them by Renzulli Learning and have a user name and password ("Renzulli Learning Customer Website"). These Terms govern the Renzulli Learning Corporate Website, and your use of the Renzulli Learning Corporate Website is subject to the following terms and conditions:

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LIMITATION OF LIABILITY
Renzulli Learning, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF OR IN ANY WAY RELATED TO USE OR INABILITY TO USE THE Renzulli Learning CORPORATE WEBSITE. THE LIMITATIONS SET FORTH SHALL APPLY EVEN IF Renzulli Learning HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE Renzulli Learning CORPORATE WEBSITE.
Renzulli Learning is an online teaching tool that provides personalized learning for students. The system helps teachers to save time and to instruct students more effectively. Renzulli enables educators to easily differentiate instruction and leverages student motivation to achieve enhanced academic performance.

The system includes four key components:

1. The Renzulli Profiller - Each student registers and then completes an online profile that gives teachers a comprehensive learning assessment of their academic strengths, interests, and learning and expression styles. Depending on the student’s age and reading level, completion of the Profiller takes between 20 and 45 minutes. For more information about the Renzulli Profiller.

2. The Renzulli Differentiation Search Engine - The Differentiation Search Engine matches thousands of on-line and some off-line resources to each student’s profile. Students and teachers are also able to explore the entire database of over 50,000 carefully selected age-appropriate websites and resources, including enrichment activities, simulations, e-books, and projects.

3. Lesson Planning and Differentiation Tool - The lesson planning and differentiation tool enables teachers and students to work collaboratively on topics, assignments, and projects. Teachers can differentiate and disseminate a lesson in as little as 15 minutes. They can create and differentiate their own lessons or use the Renzulli ready-made assignments and projects with linked in resources. RLS enables students to understand ‘the why’ of using the Internet by helping them make the best use of web resources. It also helps students focus their interests as they pursue advanced level work. The tool also enables students to complete a differentiated project in a systematic manner to achieve their goal.

4. The Total Talent Portfolio - Renzulli Learning System has on-line portfolios to store student’s work. It is accessible anytime, anywhere, and can transport student information from grade-to-grade or school-to-school. The portfolio records enrichment sites visited, students’ assessment of the on-line Renzulli resources, and favorite sites, as well as any projects and assignments students have completed. Teachers and parents can review this portfolio at any time.

Professional Development is available:
- Free System User Guides and Help Desk Support are available to all clients.
- On-Line (per day): $1,200
- In Person (per day): $2,200

One day provides an introduction with 2-3 days recommended. Pricing for this and other Renzulli levels of use can be found here: http://p3learning.org/renzulli-pricing-2/

How to Purchase Renzulli Learning
1. Please provide a Purchase Order at which time we will provide you with an invoice.
2. To pay by credit card, please call us at +1 (203) 680-8301.

This Quote is for a one year subscription to the Renzulli Learning System and Professional Development as requested.

If you have questions or would like to adjust this Quote, please contact Brian Davis at bdavis@P3Learning.org or +1 (203) 680-9985.

www.RenzulliLearning.com
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<th>LOC #</th>
<th>CAMPUS</th>
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CONSENT AGENDA ITEM
BOARD MEETING
SEPTEMBER 10, 2019

TOPIC: APPROVE CONTRACT FOR FROM THE HEART INTERNATIONAL EDUCATIONAL SERVICES

BACKGROUND:
Students experiencing economic hardship are just as likely, if not more likely, to achieve academic success when educator and school expectations remain high. When educators understand how to navigate student challenges and, in turn, teach students how to navigate challenges and make learning spaces safe and engaging, students are willing to meet and exceed rigorous expectations.

FTH believes that in order to change the achievement trajectory for all students, the approach must be multifaceted including schooling systems changes, as well as, targeted academic and social development programming. Such as, Positive Living, Promoting Your Purpose (PLPYP), which provides students with academic and social development programming that will result in improved academic achievement and self-confidence. Also, through Culturally Responsive Education and Teacher Empowerment (CREATE), school educators discover appropriate culturally relevant and responsive instruction in contemporary public school settings. Educators are introduced to practical classroom strategies that encourage and build students' self-awareness, self-concept, and self-esteem from a culturally and ethnically competent perspective. It is important to note that regardless of race or ethnicity, all children bring learned experiences from their background to the teaching and learning process. CREATE focuses on providing educators with real-life examples of how to take the State Standards and make them meaningful and relevant for traditionally vulnerable children growing up in poverty. However, the majority of the instructional strategies introduced are appropriate for any classroom of ethnically and economically diverse students.

From the Heart (FTH) is a partner which provides long-term solutions to those willing to do the necessary work of becoming highly effective learning communities. There is a concerted effort by FTH to reduce office referrals and suspensions of the students participating in their program. FTH’s vision is for all children to receive an equitable and comprehensive education.

STRATEGIC GOAL:

1-Increase Student Achievement

ALTERNATIVES:

1. Approve contract for From The Heart International Educational Services.
2. Decline to Approve contract for From The Heart International Educational Services
3. Remand to staff for further study.
SUPERINTENDENT'S RECOMMENDATION:

Approve contract for From The Heart International Education Services

FUNDING SOURCE: 

General Fund 199-31-6299-001-999-24-336-000000

COST:

Not to exceed $116,000

VENDOR:

From The Heart International Educational Services

PURCHASING MECHANISM

Bid/RFP/RFQ

Bid/Proposal Statistics
Bid Number: 19-089-Y
Number of Bid/Proposals received: 35
HUB Firms: 11
Compliant Bids: 35

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

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit
PARTICIPATING SCHOOL/DEPARTMENTS

Benbrook MS/HS
Dunbar HS
Handley MS
Jacquet MS
Leonard MS
McClung MS
Meadowbrook MS
Monnig MS

RATIONALE:

FTH provides students with tools for academic and social success by implementing culturally responsive strategies in their sessions. These sessions are designed to empower students in regulating themselves and making wise choices.

INFORMATION SOURCE:

Sherry Breed
From the Heart International Educational Services

August 24, 2019
Fort Worth Independent School District
Sherry Breed – Chief of Equity and Excellence
Barbara Grover - Coordinator
Academic Year 2019-20

Leading Schools, Transforming Schools, and Creating Schools... From the Heart
"One’s work may be finished someday, but one’s education never."

-Alexandre Dumas
EXECUTIVE SUMMARY

From the Heart International Educational Services (FTH) is dedicated to closing gaps in academic achievement by providing comprehensive educational services that will transform schools into highly effective learning communities. We are particularly dedicated to improving the lives of children and families living in traditionally vulnerable neighborhoods.

We realize that school communities are now faced with achievement issues in ways they never have before. In both public and private institutions, access to quality instruction is not a guarantee for all children. Nevertheless, the overwhelming civic expectation is that children and youth grow to be productive citizens and reach their maximum potential through the methodology of “schooling”. However, the road to success can be unnecessarily arduous unless children participate in developmental experiences that include the guidance of highly motivated persons and well-structured comprehensive systems of academic and social support.

At FTH, we have a strong belief in the research that suggest when students are performing on or above grade level at the end of third grade, especially in Reading, the propensity for them to achieve high in school is exponentially greater (International Reading Association, 2007). Also, when students are performing on or above grade level in Reading by the end of eighth grade the chances of them making it to 12th grade graduation and entering college is exceptionally high (Hernandez, 2010). For those students who enter 9th grade below grade level in Reading, it is crucial that they participate in comprehensive and explicit instructional programs that will empower them with language and literacy proficiency, as well as, build their self-esteem.

In addition, our methodologies are particularly valuable, yet not exclusively, for districts and schools that struggle with the three disaggregated groups that nationally have been identified as the lowest in academic performance: (1&2) Black and Hispanic children living in poor urban and rural communities, and (3) Black and Hispanic Males (NAEP 2012). Furthermore, the achievement data for Black Males and some Females attending Harris Elementary School are aligned with the NAEP research. Furthermore, when students are performing on or above grade level in Reading and Math by the end of eighth grade, the chances of them making it to 12th grade graduation and entering college is exceptionally high (Hernandez 2010).

This document outlines our core services that are focused on ensuring every child has an equal chance for success in American public schools. Our programs and services are designed to empower students to achieve, inspire teachers to educate, transform schools with capable leadership, and strengthen communities by advocating for stronger school partnerships with parents and volunteers.
100 N. University Drive, Fort Worth, TX 76107

Preparing ALL students for success in college, career and community leadership.
REQUESTED FTH SERVICES FORT WORTH ISD LEADERSHIP

This document outlines two of our signature programs that we believe will tremendously benefit the eight targeted schools (High Schools - Benbrook Middle-High, Dunbar H.S.; Middle Schools - Handley, Jacquet, Leonard, McClung, Meadowbrook, Monnig).

Positive Living, Promoting Your Purpose (PLPYP) is a student leadership program designed to improve academic achievement for school-aged students by focusing on their development as “whole human beings.” Institute participants are engaged in various learning experiences intended to promote self-awareness, teach basic life skills, support skills development in the Texas TEKS for Reading and Writing, and ultimately emphasize the importance of living positive, purposeful and productive lives.

FTH understands that there is a need within the eight targeted schools for teachers to receive support. Often, there is a major mismatch, academically and sometimes culturally that has a negative impact on the quality of education that some students may receive. Therefore, we are also recommending our educator-centered initiative; C.R.E.A.T.E. (Culturally Responsive Education and Teacher Empowerment).

FTH will train the parents of the eight targeted schools gratis through our Mothers – Men Advocating Love and Effectiveness (M-MALE) Initiative.

In conclusion, we are submitting an educational services proposal that we believe will result in a powerful change upward of the academic and social development arc for many students attending the eight targeted schools (High Schools - Benbrook Middle-High, Dunbar H.S.; Middle Schools - Handley, Jacquet, Leonard, McClung, Meadowbrook, Monnig). This alliance will also provide additional opportunities for students to further develop their skills in technology, critical thinking, knowledge acquisition and research methods, time management, following directions, and most importantly-life! FTH is ready to assist the eight targeted schools.
POSITIVE LIVING, PROMOTING YOUR PURPOSE (PLPYP)

A Student Academic and Leadership Initiative
POSITIVE LIVING, PROMOTING YOUR PURPOSE

The Mission

*Positive Living, Promoting Your Purpose* is designed to improve academic achievement for school-aged males and females by focusing on their development as “whole human beings.”

The Vision

We teach young men and young ladies to Believe!

Be careful of your thoughts, for your thoughts become your words.
*The Cognitive Human*

Be careful of your words, for your words reflect your feelings.
*The Linguistic Human*

Be careful of your feelings, for your feelings become your actions.
*The Emotional Human*

Be careful of your actions, for your actions become your habits.
*The Social Human*

Be careful of your habits, for your habits become your character.
*The Physical Human*

Be careful of your character, for your character becomes your destiny.
*The Spiritual Human*

THE FRAMEWORK

*The Positive Living Project* is designed to:

- Promote self-awareness
- Leadership
- Focus on the Texas Essential Knowledge and Skills Standards in Reading and Writing.
- Teach basic life skills
- Emphasize the importance of living purposeful and productive lives
- Encouraging youth to be present, be positive, and be participatory.
- Engaging youth through group activities that are introspective and instructive.
- Providing a safe space for youth to be open and honest without the fear of being judged.
- A minimum of ten interactive sessions that focus on the *Seven Developmental Intellects* and how they apply to academic and personal growth and development.
- Parent participation through pre and post interviews that provide opportunities for input on program expectations and outcomes.
## GOALS AND OUTCOMES

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| 1. To improve student achievement for a majority of students as measured by training participants’ pre and post interviews and/or results of state mandated annually administered norm-referenced and growth-based assessments. | ▪ Provide intensive training and technical assistance support for a specified number of male and female students.  
▪ Complete pre and post interviews with all training participants and their parents/guardians on training expectations and effectiveness. |
| 2. To equip all participants with practical strategies for improving student achievement in Reading and Math that is aligned with the Texas TEKS and measured by training surveys. | ▪ Complete a minimum of eight surveys that reflect participants’ feedback on training modules.  
▪ Oversee the completion and publishing of a final project created by training participants. |
| 3. To assist schools/district in meeting achievement goals as determined by schools’/district’s comprehensive (strategic) achievement plan and/or in-house evaluation program. | ▪ Explicitly align module topics and content with the training needs of schools/districts.  
▪ Provide an Executive Summary that reflects alignment of training goals with schools’/district’s training needs and any outcomes thereof. |
### Program Outline

<table>
<thead>
<tr>
<th>Program Strategies</th>
<th>Key Elements</th>
</tr>
</thead>
</table>
| **Start-Up Phase** | • Meet with key stakeholders  
  • Finalize key collaboration decisions  
  • Review and finalize project plan  
| **Student – Parent Interviews** | • Administer initial Participant Survey (*Survey will provide quantitative information on participant’s expectations and interest.*)  
  • Conduct random participant interviews with students and parents (*Random interviews will provide qualitative information and an in-depth perspective of participant demographics, expectations and interests.*)  
| **The Overview** | • Project Overview and leadership expectations  
  • Understanding who we are as whole living beings  
| **The Cognitive Intellect** | • *The human capacity to think.*  
  • Modality learning: the visual, auditory and kinesthetic learner  
  • Solving problems using critical and analytical reasoning  
  • Math awareness, science awareness, and creativity  
| **The Linguistic Intellect** | • *The human capacity to speak.*  
  • Being culturally competent with language  
  • Verbal vs. Non-Verbal communication: actions say just as much as words  
| **The Emotional Intellect** | • *The human capacity to feel.*  
  • Making the connection between language and feelings  
  • Building intra-personal relationships  
  • Developing self-concepts about cultural awareness, and always being one’s personal best  
| **The Social Intellect** | • *The human capacity to belong.*  
  • Making the connection between language and social acceptance  
  • Building inter-personal relationships  

10 From the Heart International Educational Services
The Physical Intellect
A Health Check:
Feeding the Mind and Body Good Intention

- Focusing on family, heritage, community, and peer-group acceptance
- The human capacity to exist.
- Making the connection between language and health (being alive)
- Feeding the mind and body good and healthy things
- Focus on health, nutrition, safety and physical fitness

The Spiritual Intellect
FAMILY: I Am the Sum-Total of All Who Have Lived Before Me

- The human capacity to hope.
- Making the connection between language and aspiration
- Creating a legacy through excellence
- Focus on character development, integrity, and personal values

Financial Intellect
The Capacity to Build Special Project

- Facilitate the completion and publishing of a final project created by the students.
- Recognition ceremony for students, parents, and staff

Culminating Activity
CULTURALLY RESPONSIVE EDUCATION AND TEACHER EMPOWERMENT (CREATE)

CREATE Universal Engagement
CULTURALLY RESPONSIVE EDUCATION AND TEACHER EMPOWERMENT

CREATE Universal Engagement

All children bring culturally learned experiences to the teaching and learning process. CREATE Universal Engagement takes school educators on a journey of discovery into the world of cultural norms and distinctions that many children of color rely on for learning. In addition, educators examine the latest milestones in PK-12 instructional systems and are provided ways of making sure cultural competency is always a consideration. For example, our workshops push attendees to challenge contemporary issues relevant to equity, research, and theory. Our training consultants will ask participants to:

- Deeply reflect upon their current thinking about themselves and their students; then
- Look differently at ways of enhancing their knowledge and re-shaping their instructional practices in an effort to ensure that all children succeed.

Ultimately educators are asked to take part in admittedly difficult self-explorative exercises and discussions about systemic and institutional issues that negatively impact student achievement. Each training session is balanced with interactive conversations as well as large and small group activities. Training participants are provided an institute portfolio that includes the CREATE curriculum, professional articles, opportunities for journaling, and culturally relevant reading lists for teachers and students.

In addition, as part of the institute, competent consultants who are all formally trained, provide professional coaching in our methodologies.

- Observing instructional practices and providing professional feedback
- Meeting with groups of teachers to plan effective instruction
- Assisting teachers with research and strategies aligned with the Texas Essential Knowledge and Skills Standards
- Demonstrating and modeling effective pedagogical strategies for teaching and learning
- Demonstrating and modeling effective classroom management
- Assist educators with remembering all of the facets of the educator’s roles and responsibilities necessary to sufficiently coach all students into competent college and career-ready scholars

All of our work is layered with culturally competent and responsive efficacy.
## GOALS AND OUTCOMES

<table>
<thead>
<tr>
<th><strong>FTH Goals</strong></th>
<th><strong>FTH Outcomes</strong></th>
</tr>
</thead>
</table>
| **1.** To improve student achievement for a majority of “study students” as measured by training participants’ pre and post interviews and/or results of state mandated annually administered norm-referenced and growth-based assessments. | • Provide intensive training and technical assistance support for a cohort of 25-50 school educators (all faculty and staff)  
• Complete pre and post interviews with all training participants that discuss "study students". |
| **2.** To equip all participants with practical strategies for improving student achievement in Reading and Math that is aligned with the Texas Essential Knowledge and Skills Standards, and measured by training surveys. | • Complete a minimum of eight surveys that reflect participants’ feedback on training modules.  
• Complete at least two onsite technical assistance consultations with each participant. |
| **3.** To assist school/district in meeting achievement goals as determined by school/district comprehensive (strategic) achievement plan, and in-house evaluation program. | • Explicitly align module topics and content with the training needs of schools/districts.  
• Provide an Executive Summary that reflects alignment of training goals with schools/districts training needs and any outcomes thereof. |
## PROGRAM OUTLINE

<table>
<thead>
<tr>
<th>Project Activity</th>
<th>Key Elements</th>
</tr>
</thead>
</table>
| **Start-Up Phase** | ☑ Meet with key stakeholders  
| | ☑ Finalize key collaboration decisions  
| | ☑ Review and finalize project plan  
| | ☑ Administer initial Participant Survey (Survey will provide quantitative information on participant’s expectations and interest)  
| | ☑ Collect and analyze school and/or district achievement data  
| Module 1  
**Foundations: Ten Guiding Principles** | ☑ Setting the Stage: The Race to the Finish Line  
| | ☑ Examination: The Ten Guiding Principles for Culturally Competent PK-12 Educators  
| Module 2  
**Foundations: CREATE (Definitions)** | ☑ Setting the Stage: Believe  
| | ☑ Examination: CREATE Vocabulary  
| | ☑ Strategies: Culturally Responsive Education and Teacher Empowerments  
| Training Module 3  
**Practice: Academic Competence** | ☑ Setting the Stage: Living and Learning in a Fishbowl  
| | ☑ Examination: The School’s Instructional Systems  
| | ☑ Strategies: FTH Achieve (An Instructional Framework)  
| Module 4  
**Practice: Affective Competence, Pt. 1** | ☑ Setting the Stage: First Thought  
| | ☑ Examination: School Climate  
| | ☑ Strategies: The Linguistic Intellect: Words Can Inspire  
| Module 5  
**Practice: Affective Competence, Pt. 2** | ☑ Setting the Stage: First Thought  
| | ☑ Examination: Discipline and Guidance  
| | ☑ Strategies: Six Purposeful Parent Partnerships with School  
| Module 6  
**Practice: Cultural Competence** | ☑ Setting the Stage: A Day of Absence  
| | ☑ Examination: Student Equity  
| | ☑ Strategies: The Cultural Competence Check List  
| Module 7  
**Achieving Universal Engagement** | ☑ Setting the Stage: Living and Learning in a Fishbowl  
| | ☑ Examination: The Elements of Differentiated Instruction (DI)  
| | ☑ Strategies: UE: Cognitively Connected, Emotionally Affected, and Culturally Invested  
| Module 8 & 9  
**Maintaining “Universal Engagement”** | FTH is unique in that we provide both large group learning experiences and opportunities for educators to benefit from professional one-on-one technical assistance. As part of the institute, competent consultants who have attained advanced formal training in teacher education provide technical assistance to training participants. Our consultants use the “coaching” approach during the one-on-one technical assistance time. This approach encourages, nurtures and motivates teachers and administrators to achieve success for themselves and their students.  
| | This is an opportunity for participants to be recognized and celebrate their institute experience. School leadership and other relevant guests will hear from the training participants as they share how the institute impacted them and their work in the classroom/school.  
| | ☑ Conduct final survey and random interviews including teachers and administration  
| | ☑ Present Executive Summary of project to school district administration  
| Module 10  
**Culminating Activity** | Evaluation  
| | ✗ |
FTH EVALUATION AND ACCOUNTABILITY

Evaluation and accountability of services is critical to the success of our programs and services. We provide several opportunities for participants to share their expectations of our programs. Participants are asked to respond to questions relevant to FTH’s implementation framework; and the information gathered is used to help us improve our service delivery. Following each workshop session, participants, complete, surveys assessing in part, the usefulness of the information shared. If needed, and based on feedback, session topics and activities are augmented to reflect the needs of participants. All assessment and evaluation information is documented in a final Executive Summary and shared in an exit interview scheduled with the appropriate administrative and/or district level staff.

In addition, we take sole responsibility for our acts and omissions in connection with the performance of services and inclusive of all District Investments. FTH will defend and indemnify the District from any and all such claims and/or judgments resulting from such acts or omissions, except for liability for damages which result from the sole negligence or willful misconduct of the District or its employees or agents. FTH will also maintain indemnification and liability insurance in the amount of at least $3,000,000 at all times during the facilitation of programs and services.

FTH owns all copyright and other proprietary rights to all instructional materials, training materials, curriculum, and lesson plans and any other materials developed by FTH, its employees, agents, or subcontractors.

Finally, customer service, accountability, and client accessibility is important to us. We regularly communicate with our clients and are accessible 24 hours a day through pre-scheduled onsite visits, email, Skype, and by phone. Based on the contract for services, we are typically onsite in a school a minimum of two to three times a month. In addition, we provide several written communiqué to school administrators on implementation, progress, and value-add of our programs and services.
PAYMENT FOR PROFESSIONAL EDUCATIONAL SERVICES

1. Fort Worth Independent School District will pay fees for the eight targeted schools (High Schools - Benbrook Middle-High, Dunbar H.S.; Middle Schools - Handley, Jacquet, Leonard, McClung, Meadowbrook, Monnig) to FTH for Educational Services in regard to the following programs:
   - Positive Living, Promoting Your Purpose (PLPYP)
   - Culturally Responsive Education and Teacher Empowerment (CREATE)
   - M-MALE - Gratis

(FTH believes in sustainability; therefore, each Institute will last for the entire 2019-2020 School Year
   - FTH will spend a minimum of 5 days per month in the district/school
   - Core Workshops/Institutes and Practicum(s)
   - Training preparation and follow-up
   - Training materials, manuals, and other resources
   - Onsite technical assistance

Evaluation and Accountability (All included in the total cost)
FTH (Implementation facilitation)
   - Pre and Post Interviews, Survey Distribution, and Data Aggregation
   - Executive Summaries - Publishing and Public Presentations (findings, upon request)
   - General Communications/Materials and Resources
   - Practicums (one-to-one PD included for teachers)
   - Technical Assistance for faculty onsite and remotely via Skype, FUZE, Face Time, etc.

1. This contract agreement will be paid as follows:

   - The total cost of this contract for services is: (Based on Two Programs) Three separate Items = $116,000.00. To ensure quality programming each campus will have a maximum number of 200 students. If the maximum number does not meet your needs, for an additional cost students can be added.

   Total: $116,000 (Attached, please find FTH's Fees to See that a Substantial Discount Was Applied

Contracted services will be paid in accordance with the Fort Worth ISD approved facilitation schedule; which should include, training modules, project evaluation, data collection, administrative presentations, and submission of an Executive Summary and or updates.
ABOUT US

From the Heart International Educational Services (FTH) is dedicated to closing gaps in academic achievement by providing comprehensive educational services that will transform schools into highly effective learning communities. We are particularly dedicated to improving the lives of children and families living in traditionally vulnerable neighborhoods.

FTH is an approved women and minority owned business and has the minority-owned business status through the US Department of Commerce’s Minority Business Development Agency. We are comprised of school superintendents, school administrators, teachers, researchers, evaluators, accountants, human resource professionals, early childhood specialists, writers and former professional athletes who all have a passion for creating structural changes in public education. Collectively we have more than 500 years of professional experiences, and most of us are survivors of the same disparaging situations that plague marginalized students attending today’s public schools. Please visit our website at www.ftheducation.org for a more in-depth description of our company and scope of work.
CONFIRMATION BY SIGNATURE

The parties hereto have read and understand the attached scope of work, explanation of services, work plan and timeline as the agreed upon educational and professional services to be performed. The parties hereto have read and understand their respective duties as set out in this agreement, and each of the parties individually hereby agrees to perform the duties set out for their organization. The parties have executed this agreement as indicated by the signatures or their duly authorized representatives.

Fort Worth Independent Representative

________________________________________
Print Name

________________________________________
Signature       Title

From The Heart International Educational Services (Walter Milton, Jr., CEO)
Print Name

, Chief Executive Officer

________________________________________
Signature       Title
CONTACT US

Leading Schools, Transforming Schools, and Creating Schools... From the Heart

For Additional Information:
FTH International Educational Services

Dr. Walter Milton, CEO
8120 Sawyer Brown Suite 107
Nashville, Tennessee 37221
E-mail: Milton@ftheducation.org
Website: FTHeducation.org
615-920-5953 (Office)
217-381-9412 (Cell)

4017 Bay Springs Court
Arlington, Texas 76016
817-672-5168 (Office)
217-381-9412 (Cell)
CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE THE NEW TEACHER PROJECT (TNTP) EXTENSION FOR COMMUNITY PARTNERSHIPS GRANT

BACKGROUND:

Through the 2019-2020 Community Partnership Implementation Grant, the Fort Worth Independent School District (FWISD) will contract technical service provider TNTP to support the implementation of innovative school and community partnerships. The grant will provide support and technical assistance to schools and community partnerships for wrap-around and holistic services for students in the 76119 zip code area. TNTP is selected from a state approved technical assistance providers list to implement innovative and educationally sound ideas that contribute to the achievement and well-being of students in Pre-K. This collaborative approach will assist the targeted campuses to serve as exemplars for community collaboration and high-quality early learning experiences in and out of school, proving what is possible in ensuring all students are ready for kindergarten.

STRATEGIC GOAL:

1 – Increase Student Achievement
3 – Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve The New Teacher Project (TNTP) extension for Community Partnerships Grant
2. Decline to Approve The New Teacher Project (TNTP) extension for Community Partnerships Grant
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve The New Teacher Project (TNTP) extension for Community Partnerships Grant

FUNDING SOURCE

Special Revenue 429-61-6299-001-999-32-143-000000-19230

Additional Details
**COST:**

$29,968

**VENDOR:**

The New Teacher Project (TNTP)

**PURCHASING MECHANISM**

BID/RFP/RFQ

**Purchasing Support Documents Needed:**

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Early Learning
Harlean Beal ES
AM Pate ES
Clifford Davis ES
Sunrise McMillan ES
CC Moss ES
RATIONALE:

The Community Partnership Implementation grant is designed to implement a comprehensive support program that will improve early childhood educational outcomes in low-income communities. Through partnerships created through this grant, the number of student’s kindergarten ready will increase by leveraging academic, community, and governmental supports. Expected outcomes include a 10% increase in the capacity of new or existing high-quality programs made available, at least a 10% increase in the number of 3 and 4-year-old children accessing high-quality Pre-K programs and at least 75% of participating students who are kinder-ready, compared to peers by May 2020.

Performance tasks include data-driven performance management, messaging and branding, sustainability planning and launching performance management routines.

INFORMATION SOURCE:

Jerry Moore
CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVAL OF INTERLOCAL AGREEMENT CONTRACT BETWEEN THE CROWLEY INDEPENDENT SCHOOL DISTRICT AND THE FORT WORTH INDEPENDENT SCHOOL DISTRICT FOR PROCUREMENT CARD SERVICES

BACKGROUND:
On November 14, 2006, the Board approved Bank of America, N.A. as the Financial Institution to provide Fort Worth ISD with Procurement Card services. As part of its agreement with Bank of America, Fort Worth ISD is the lead in a Texas consortium. This consortium designation allows other Local Government agencies to use the Procurement Card services of Bank of America, N.A. through an Interlocal Agreement with Fort Worth ISD.

ALTERNATIVES:
1. Approve the Interlocal Agreement Contract between the Crowley Independent School District and The Fort Worth Independent School District For Procurement Card Services
2. Decline to approve the Interlocal Agreement Contract between the Crowley Independent School District and The Fort Worth Independent School District For Procurement Card Services
3. Remand to staff for further study.

SUPERINTENDENT'S RECOMMENDATION:
Approve the Interlocal Agreement Contract between the Crowley Independent School District and The Fort Worth Independent School District For Procurement Card Services

FUNDING SOURCE:
Not Applicable

COST:
Not Applicable

RATIONALE:
Crowley Independent School District as a receiving agencies, will utilize the services of Bank of America N.A. provided by the Fort Worth ISD Proposal 06-028 – Purchase Card Services Card Services. Accordingly, Fort Worth ISD will receive additional rebate bonus points based upon the receiving agencies aggregate annual volume/average transaction amount of expenditures through their respective procurement card program.
INFORMATION SOURCES:

Elsie Schiro
THE STATE OF TEXAS

COUNTY OF Tarrant

INTERLOCAL AGREEMENT CONTRACT

THIS CONTRACT AND AGREEMENT is entered into by and between the Local Government agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of the following:

- Interlocal Cooperation Contract, Chapter 791, Texas Government Code
- Purchasing and Contracting Authority of Municipalities, Counties, and Certain Other Local Governments, Chapter 271, Texas Local Government Code
- Fiscal Management, Chapter 44, Subchapter B, Section 031 a(4), Texas Education Code
- Bank of America Corporate Purchasing Card Agreement

I. CONTRACTING PARTIES:

The Receiving Agency (Hereinafter referred to as “AGENCY”):

Name: Crowley ISD
Address: 512 Peach Street
City, State, Zip: Crowley, Texas, 76036
Phone Number: 817-297-5800

The Performing Agency (Hereinafter referred to as “FWISD”):

Fort Worth Independent School District
100 N. University Drive,
Suite NW 140F
Fort Worth, Texas 76107
(817) 814-2217

II. STATEMENT OF SERVICES TO BE PERFORMED:

Bank of America will provide Purchasing Card Services to FWISD, the lead in the Texas consortium, and other agencies that join the consortium through an Interlocal Agreement with FWISD.

III. BASIS FOR CALCULATING AND PAYMENT OF REBATES:

Rebates from Bank of America will be paid directly to AGENCY annually based upon Schedule C of the Bank of America Corporate Purchasing Card Agreement.
IV. INTERLOCAL AGREEMENT COSTS:

There are no costs to be paid to FWISD by AGENCY to enter into this Interlocal Agreement. However, AGENCY will bear any and all costs associated with their business relationship with Bank of America.

V. TERM OF INTERLOCAL AGREEMENT:

The term of this Interlocal Agreement will begin upon date of execution and will automatically renew so long as the Bank of America Merrill Lynch contract with FWISD is current. FWISD has the right to renew the contract with Bank of America Merrill Lynch for up to three additional one to five year periods as stated in the FWISD Proposal 06-028 Credit Card Services, which is incorporated herein as if fully set forth.

VI. TERMINATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify the effective date of the termination.

VII. INDEPENDENT CONTRACTOR

FWISD shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of AGENCY. FWISD shall have the exclusive control of; and the exclusive right to control the work designated to the FWISD to be performed hereunder, and all persons performing the same, and shall be solely responsible for the acts and omission of its officers, members, agents, servants, and employees. Neither AGENCY nor FWISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

VIII. SEVERABILITY

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph, or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

IX. JURISDICTION

This Interlocal Agreement shall be enforceable in Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Tarrant County, Texas.
X. PARTIES BOUND

This Interlocal Agreement shall be binding upon the successors and assigns of both parties in like manner as upon the original parties.

XI. SIGNATURE AUTHORITY

FWiSD and AGENCY certifies that the person signing this Interlocal Agreement has been properly delegated this Authority.

XII. SOLE AGREEMENT

The following constitute the entire agreement by the parties hereto concerning the work and services to be performed and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof, shall be void:

- FWiSD Request for Proposal 06-028 - Credit Card Services
- Bank of America Response to Proposal 06-028 - Credit Card Services
- Bank of America Corporate Purchasing Card Agreement
- Interlocal Agreement

XIII. AMENDMENT

No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

WITNESS THE DULY AUTHORIZED SIGNATURES of the persons hereinafter set out.

---

**RECEIVING AGENCY**

Crowley ISD

By: ____________________________

Authorized Signature

CFO

Date: 7/30/19

By: ____________________________

Date: 7/30/19

**PERFORMING AGENCY**

Fort Worth Independent School District

By: ____________________________

Authorized Signature

Date: 8/17/19
CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE EASEMENT AND RIGHT OF WAY FOR JOB NO. 006-202 EASTERN HILLS HIGH SCHOOL ADDITION/RENOVATION IN CONJUNCTION WITH THE 2017 CAPITAL IMPROVEMENT PROGRAM

BACKGROUND:

The footprint of the proposed addition to Eastern Hills High School is located over the current electrical easement and primary electrical feed from Weiler Boulevard to the main school building. The new electrical easement will provide the route for the new electrical feed to extend from the existing transformer, around to the north of the proposed addition, and to the west to connect to the new power pole along Weiler Boulevard.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Easement And Right Of Way For Job No. 006-202 Eastern Hills High School Addition/Renovation In Conjunction With The 2017 Capital Improvement Program
2. Decline to Approve Easement And Right Of Way For Job No. 006-202 Eastern Hills High School Addition/Renovation In Conjunction With The 2017 Capital Improvement Program
3. Remand to staff for further study

SUPERINTENDENT'S RECOMMENDATION:

Approve Easement And Right Of Way For Job No. 006-202 Eastern Hills High School Addition/Renovation In Conjunction With The 2017 Capital Improvement Program

FUNDING SOURCE Additional Details

No Cost
COST:
N/A

VENDOR:
N/A

PURCHASING MECHANISM
Not a purchase

Purchasing Support Documents Needed:
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS
Capital Improvement Program
TEA #006 Eastern Hills High School

RATIONALE:
The approval of the Easement and Right of Way for Job No. 006-202 Eastern Hills High School Addition/Renovation will ensure that the construction for all phases of the project will be completed by the Fall of 2021.

INFORMATION SOURCE:
Vicki Burris
EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
COUNTY OF TARRANT §

KNOW ALL MEN BY THESE PRESENTS:

That FORT WORTH INDEPENDENT SCHOOL DISTRICT, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by Oncor Electric Delivery Company LLC, a Delaware limited liability company, located at 1616 Woodall Rodgers Freeway, Dallas, Texas, 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of poles, guys, anchors, wires and cables, supporting structures, surface mounted equipment, transformers, switchgears, auto-transformers, conduits, manholes, vaults, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Grantor recognizes that the general course of said lines, or the metes and bounds as above described, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances, and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of
Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee’s use of such property, provided such use shall not, in the sole judgment of the Grantee, interfere with the exercise by the Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor’s heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor’s heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this ______ day of ______________________, 2019.

GRANTOR:

FORT WORTH INDEPENDENT SCHOOL DISTRICT

By: ______________________________

Dr. Kent P. Scribner
Superintendent

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Kent P. Scribner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Fort Worth Independent School District, as the Superintendent thereof, for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____________ day of ______________________, A. D. 2019.

__________________________________
Notary Public in and for the State of Texas
EXHIBIT "A"

ONCOR ELECTRIC DELIVERY COMPANY LLC, EASEMENT
Part of Tract A-R, High School Addition
James B. Martin Survey, Abstract No. 1133
City of Fort Worth, Tarrant County, Texas

DESCRIPTION, of a 3,225 square foot (0.074 acre) tract of land situated in the James B. Martin Survey, Abstract No. 1133, City of Fort Worth, Tarrant County, Texas; said tract also being part of Tract A-R, High School Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 8702 of the Plat Records of Tarrant County, Texas and being part of deeds to Fort Worth Independent School District recorded in Instrument Nos. D200184353 & D197216091 of the Official Public Records of Tarrant County, Texas; said 3,225 square foot (0.074 acre) tract being more particularly described as follows (bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on October 26, 2018 with a combined scale factor of 1.00012):

COMMENCING, at a "+" cut in concrete found in the east right-of-way line of Weiler Boulevard (a 70-foot wide right-of-way); from said point the northwest corner of said Tract A-R bears North 09 degrees, 39 minutes, 05 seconds East, a distance of 339.00 feet;

THENCE, South 05 degrees, 17 minutes, 05 seconds West, along the said east line of Weiler Boulevard, a distance of 66.92 feet to the POINT OF BEGINNING;

THENCE, South 84 degrees, 42 minutes, 55 seconds East, departing the said east line of Weiler Boulevard, a distance of 44.18 feet to a point for corner;

THENCE, South 75 degrees, 23 minutes, 24 seconds East, a distance of 74.23 feet to a point for corner;

THENCE, South 16 degrees, 08 minutes, 00 seconds East, a distance of 154.55 feet to a point for corner;

THENCE, South 73 degrees, 55 minutes, 19 seconds West, a distance of 19.18 feet to a point for corner;

THENCE, DUE SOUTH, a distance of 16.65 feet to a point for corner;

THENCE, DUE WEST, a distance of 20.00 feet to a point for corner;

THENCE, DUE NORTH, a distance of 21.29 feet to a point for corner;

THENCE, North 73 degrees, 55 minutes, 19 seconds East, a distance of 27.10 feet to a point for corner;

THENCE, North 16 degrees, 08 minutes, 00 seconds West, a distance of 138.85 feet to a point for corner;

THENCE, North 75 degrees, 23 minutes, 24 seconds West, a distance of 67.73 feet to a point for corner;

THENCE, North 84 degrees, 42 minutes, 55 seconds West, a distance of 43.37 feet to a point for corner in the said east line of Weiler Boulevard; from said point a "+" cut in concrete found bears South 05 degrees, 17 minutes, 05 seconds West, a distance of 220.18 feet;
ONCOR ELECTRIC DELIVERY COMPANY LLC, EASEMENT
Part of Tract A-R, High School Addition
James B. Martin Survey, Abstract No. 1133
City of Fort Worth, Tarrant County, Texas

THENCE, North 05 degrees, 17 minutes, 05 seconds East, along the said east line of Weiler Boulevard, a
distance of 10.00 feet to the POINT OF BEGINNING;

CONTAINING: 3,225 square feet or 0.074 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description
accurately sets out the metes and bounds of the easement tract described.

Paul Daniel
Registered Professional Land Surveyor No. 6534
Pacheco Koch Consulting Engineers, Inc.
4060 Bryant Irvin Road, Fort Worth, TX 76109
(817) 412-7155
TX Reg. Surveying Firm LS-10008001
GRANDVIEW DRIVE

BLOCK D
BELVEDERE ESTATES
(388-H, PG. 147)

ONCOR ELECTRIC DELIVERY COMPANY, LLC EASEMENT
3,225 SF
(0.074 ACRES)

TRACT A-R
HIGH SCHOOL ADDITION
(CAB. A, SL. 8702)
FORT WORTH INDEPENDENT
SCHOOL DISTRICT
(INST. NO. D200184353)
(INST. NO. D197216091)

NOTES:
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on October 26, 2018 with a combined scale factor of 1.00012.

ONCOR ELECTRIC DELIVERY COMPANY,
LLC EASEMENT
PART OF TRACT A-R
HIGH SCHOOL ADDITION, JAMES B. MARTIN
SURVEY, ABSTRACT NO. 1133, CITY OF FORT
WORTH, TARRANT COUNTY, TEXAS
PAGE 3 OF 3
CONSENT AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE FIRST READING-REVISIONS TO BOARD POLICIES
CCG(LOCAL), CCGA(LOCAL) AND CH(LOCAL)

BACKGROUND:

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

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve First Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)
2. Decline to Approve First Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve First Reading-Revisions to Board Policies CCG(LOCAL), CCGA(LOCAL) and CH(LOCAL)
FUNDING SOURCE

No Cost  Additional Details
Not Applicable

COST:

Not Applicable

VENDOR:

Not Applicable

PURCHASING MECHANISM

Not a purchase

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

All schools and departments

RATIONALE:

The approval of these policies will update the language as recommended by TASB and/or District personnel.

INFORMATION SOURCE:

Karen Molinar
Board Policy Update #112

- **CCG(LOCAL): LOCAL REVENUE SOURCES-AD VALOREM TAXES**

**RATIONALE**

For consistency with the recoding of legal provisions, the district's local policy provisions on exemptions and payments of ad valorem taxes have been moved from CCG to CCGA.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: deleted text.
- *Additions* are shown in a blue, bold font: new text.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text’s destination from its origin: moved text becomes moved text.
- *Revision bars* appear in the right margin, as above.
Discount options shall not be provided for the early payment of property taxes in the District.

Split Payments

Split payment of taxes shall be allowed in accordance with statutory provisions.
RATIONAL
For consistency with the recoding of legal provisions (see below), the district's local policy provisions on exemptions and payments of ad valorem taxes have been moved from CCG to CCGA.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS
Provisions on exemptions and payments of ad valorem taxes have been updated and moved from CCG to CCGA. In addition, two constitutional amendments have been added:

As allowed by Senate Joint Resolution 1 and Senate Bill 15 (85th Texas Legislative Session), voters approved an exemption of all or part of the value of the residence homestead of the surviving spouse of a first responder who is killed or fatally injured in the line of duty. See Surviving Spouse of First Responder.

As allowed by House Joint Resolution 21 and House Bill 150, voters approved an exemption of part of the value of the residence homestead of a partially disabled veteran or surviving spouse if the homestead was donated to the veteran by a charitable organization for less than market value. See Veteran Exemptions.

Please note that the board of a district that adopted a local option homestead exemption for all taxpayers under Tax Code 11.13(n) may not reduce or repeal the exemption before December 31, 2019.

Annotations are shown as follows.

- **Deletions** are shown in a red strike-through font: deleted text.
- **Additions** are shown in a blue, bold font: new text.
- Blocks of text that have been moved without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: moved text becomes moved text.
- **Revision bars** appear in the right margin, as above.
Discounts

Discount options shall not be provided for the early payment of property taxes in the District.

Split Payments

Split payment of taxes shall be allowed in accordance with statutory provisions.
BOARD POLICY UPDATE #112

CH(LOCAL): Purchasing and Acquisition

Rationale
At Purchasing Authority and Purchasing Method and at General Procurement Requirements, we recommend adding a reference to CBB(LEGAL), addressing procurement requirements for federal awards, as a reminder that other requirements may be applicable if federal funds are involved in a purchase.

Likewise, at Rejected Bids, we recommend an adjustment to acknowledge that any rejection of bids shall be in accordance with state or federal law, as some purchases with federal funds may require a sound, documented reason for rejecting a bid.

Under Texas law, a board may accept bids or proposals submitted electronically but only if the board adopts rules to ensure the identification, security, and confidentiality of the electronic bids or proposals and that the electronic bids or proposals remain effectively unopened until the proper time. The recommended text at Electronic Bids or Proposals ensures that districts have appropriate policy provisions in place for any bids or proposals that the district chooses to accept electronically. The text does not obligate the district to accept bids or proposals electronically but does require that any such submission be administered in accordance with board-adopted rules that address the legal requirements.

A recommended revision at Responsibility for Debts clarifies that debts made in the name of the district must be consistent with the adopted budget, law, board policy, and the district’s purchasing procedures. This text mirrors provisions at CE(LOCAL), not included in this update, regarding authorized expenditures. To increase flexibility, at Purchase Commitments, the specific reference to purchase orders was replaced with a reference to the district’s administrative procedures including any district purchasing procedures, where the district should outline the circumstances for when purchase orders are required.

At Personal Purchases, the prohibition on employees making purchases for personal use was broadened to apply to all purchases, not just purchases of supplies or equipment. We have retained the cross-reference to your unique policy at CMB.

Please review the provisions establishing the dollar amounts related to purchases that require board approval, for which certain persons have the authority to sign contracts, and that require the district to use bids or proposals for the procurement of professional and consulting services.

Except for minor revisions for consistency with policy style and rearranging for a more logical sequence of provisions and to improve accessibility for individuals with disabilities, the principal concepts and decisions reflected in this locally developed policy have not been further changed.

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: deleted text.
- *Additions* are shown in a blue, bold font: new text.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text’s destination from its origin: moved text becomes moved text.
- *Revision bars* appear in the right margin, as above.
### 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 purchase or contract that exceeds the sum of $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(LEGAL) for Board members.]

### Personal Purchases

District employees shall not be permitted to make purchases use District resources to purchase supplies or equipment for personal use through the District’s business office. [See also CMB]

### Procurement Function

The procurement function is assigned to the senior financial officer 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 District administrative procedures, including the District’s purchasing procedures regulations.

### 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 law.

### Electronic Bids or Proposals

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 bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

### Board Approval

Any purchase order or contract not supported by a purchase order that exceeds $50,000 shall require Board approval before a transaction may take place.
Authority to Sign Contracts

Any contract for Contracts greater than $25,000 shall require the signatures of the Superintendent or designee and the appropriate deputy superintendent.

Encouragement of Small and Local Firms

The District seeks to increase the pool of qualified firms competing for contracts by providing small and local firms, and historically underutilized businesses (HUB) owned or operated by minorities or women with information and access to compete for construction, architecture, engineering, and professional services contracts; and referral services to technical assistance, financial, bonding and insurance, and certification services that promote the long-term competitive capacity of such firm.

The District will develop and maintain procedures to ensure that small and local firms, and firms owned or operated by minorities or women 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 HUB-designated vendors become an active participant in District contracting opportunities.

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

Implementation

The District requires all departments to make a good faith effort to ensure that HUBs receive a portion of its contract dollars. A HUB is defined as a business formed for the purpose of making a profit in which at least 51 percent of the business is owned, operated, and controlled by one or more of the following:

1. “Minority-Owned Business Enterprise (MBE)” is defined for the purposes of this policy to mean a business enterprise that is at least 51 percent owned by a minority individual or group; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority groups and whose management and daily operations are controlled and operated by one or more of these individuals.

2. “Minority individual” is defined for purposes of this policy to include Black Americans, Hispanic Americans, Asian Americans, Asian-Pacific Americans, Native Americans, or persons with a disability.

3. “Woman-Owned Business Enterprise (WBE)” is defined for purposes of this policy as a business enterprise that is at least 51 percent owned by a woman or women; or in the case of
any publicly owned business, at least 51 percent of the stock of which is owned by one or more women and whose management and daily business operations are controlled and operated by one or more women.

4. “Small Business Enterprise” is defined for purposes of this policy as one that, at the time of contract award, meets the following requirements:
   - Is independently owned and operated, is not dominant in the field of operation in which it is proposing, has its principal place of business located in the United States, and is organized for profit;
   - Is at least 51-percent owned, or in the case of a publicly owned business, at least 51 percent of its voting stock is owned by United State citizens or lawfully fully admitted permanent resident aliens; and
   - Has, including its affiliates, a number of employees or annual receipts not exceeding the regulatory requirements found in 13 C.F.R Part 121. Size standards have been established for types of economic activity, or industry, generally under the North American Industrial Classification System (NAICS).

The Board’s expectation is that a minimum of 25 percent of all District work advertised for competitive bid or competitive sealed proposal will be performed by historically underutilized business enterprises as prime contractors or as subcontractors. However, nothing in this policy shall operate in violation of law, including the provisions of the revised civil statutes of Texas, Texas Education Code Section 44.031, or any other provision of state or federal law.

Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified as such by the City of Fort Worth, Tarrant County, the state of Texas, the North Central Texas Regional Certification Agency, the U.S. Small Business Administration (SBA), or any other recognized certification agency.

When a purchase order for professional and consulting services exceeds $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, deputy superintendent, or division chief; any such emergency purchase shall be subsequently reported to the Board ratified by the Board if the emergency purchase exceeds $50,000.

Small Purchases

In the event that a small, infrequent purchase in an amount of $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 practice.

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 formalities in bidding.

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 current administrative procedures. 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 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 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.
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).

The purchasing department shall maintain an administrative process for complaints regarding bids rejected in accordance with state or federal law, as applicable bids.
ACTION AGENDA ITEM
BOARD MEETING
September 10, 2019

**TOPIC:** APPROVAL OF DISTRICT TEACHING PERMIT FOR NON-CORE CTE COURSES

**BACKGROUND:**
The Texas Education Agency provides a provision in the Texas Education Code (§21.055) that allows districts to issue school district teaching permits without approval of the commissioner of education for “noncore academic career and technical education (CTE) courses” beginning September 1, 2015 (TEC §21.055 d-1). Currently, certified Engineering teachers are difficult to find; however, we have an experienced applicant who otherwise qualifies for the position. This request is for the Board to exercise its option to issue a District teaching permit to allow us to hire Catherine Lugo into a current vacant teaching position at I.M Terrell Academy for STEM and VPA.

**STRATEGIC GOAL:**
1-Increase Student Achievement

**ALTERNATIVES:**
1. Approve District Teaching Permit for Non-Core CTE Courses
2. Decline to Approve District Teaching Permit for Non-Core CTE Courses
3. Remand to staff for further study

**SUPERINTENDENT’S RECOMMENDATION:**
Approve District Teaching Permit for Non-Core CTE Courses

**FUNDING SOURCE**

Additional Details

No Cost "Not Applicable".
**COST:**

No Cost

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

*Purchasing Support Documents Needed:*

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

I.M. Terrell Academy for STEM and VPA

**RATIONALE:**

This board item should be approved by the Board in order to hire a qualified teacher for a hard-to-fill teaching vacancy in CTE-Engineering, as permitted by the Commissioner of Education.

**INFORMATION SOURCE:**

Cynthia Rincon
ACTION AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE SHARED SERVICE AGREEMENT (SSA) WITH ESC REGION XI FOR INSTRUCTIONAL SERVICES, MATERIALS AND PROFESSIONAL DEVELOPMENT TRAINING AND ADMINISTRATION OF SERVICES FOR PRIVATE NONPROFIT SCHOOLS LOCATED WITHIN FORT WORTH ISD BOUNDARIES

BACKGROUND:

Under SEC. 1117. [20 U.S.C. 6320] Every Student Succeeds Act (ESSA), Fort Worth ISD (FWISD) is required to provide services to eligible children residing in the FWISD attendance area, their teachers, and their families.

Education Service Center (Region XI) will be the pass through agency and provide instructional services, materials, professional development, and parent engagement opportunities to participating private nonprofit schools through an interlocal agreement between Fort Worth ISD and Education Service Center (Region XI).

The agreement shall include the following services:

Title I:
- Hire and retain qualified personnel sufficient to assist the LEA with Title I private, nonprofit obligations.
- Provide the LEA with:
  - location and identification of economically-disadvantaged students residing in district but attending PNP schools and
  - data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title I, including
  - ongoing negotiation of services to identified students,
  - development of a personal academic plan for identified students in the targeted PNP program, and
  - accessing allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.
- Report all required data to the LEA for completion of applications and compliance reports as necessary.
- Act as fiscal agent for the district Title I set-aside funds, including tracking and controlling inventory placed in PNP schools.

Title II:
- Hire and retain qualified personnel sufficient to assist the LEA with Title II private, nonprofit obligations.
• Provide the LEA with:
  • location and identification of private schools desiring to take part in Title II services and
data for applications and compliance reports as necessary.
• Provide direct services to private, nonprofit schools as required by Title II, including
  o direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
  o determine eligible students who are English Language Learners; and
  o arrange travel and registration to other requested and allowable professional development.
• Report all required data to the LEA prior to required reports.
• Act as fiscal agent for the district Title II set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

Title III:
• Hire and retain qualified personnel sufficient to assist the LEA with Title III private, nonprofit obligations.
• Provide the LEA with
  o location and identification of private schools desiring to take part in Title III services and
  o data for applications and compliance reports as necessary.
• Provide direct services to private, nonprofit schools as required by Title III, including
  o direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
  o determine eligible students who are English Language Learners; and
  o arrange travel and registration to other requested and allowable professional development.
• Report all required data to the LEA prior to required reports.
• Act as fiscal agent for the district Title III set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title III.

Region XI will provide FWISD with all the required data prior to the required reports. The funds to provide the services are included in these grants, and will not impact local funds. The services and administration costs should not exceed $40,000. Under the past system of support, the administration of services to the private schools cost the District over $80,000 between the FWISD Federal Programs Department and Student Placement Center personnel that worked directly with the schools. Under this agreement, the district will save nearly $50,000 in expenses for administering the program, freeing resources to meet other district needs. Board approval required by Region XI.

**STRATEGIC GOAL:**

1-Increase Student Achievement
ALTERNATIVES:

1. Approve Shared Service Agreement (SSA) with ESC Region XI for instructional services, materials, and professional development training and administration of services for private nonprofit schools located within Fort Worth ISD boundaries.
2. Decline to Approve Shared Service Agreement (SSA) with ESC Region XI for instructional services, materials, and professional development training and administration of services for private nonprofit schools located within Fort Worth ISD boundaries.
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Shared Service Agreement (SSA) with ESC Region XI for instructional services, materials, and professional development training and administration of services for private nonprofit schools located within Fort Worth ISD boundaries.

FUNDING SOURCE

<table>
<thead>
<tr>
<th>Description</th>
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<td>211-21-6239-04Y-999-24-510-000000-20F10 - $406,636</td>
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<td>255-21-6239-04Y-999-24-528-000000-20F28 - $150,270</td>
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<td></td>
<td>289-21-6239-04Y-999-24-512-000000-20F12 - $50,000</td>
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</table>

COST:

$ 627,250 NOT TO EXCEED

2019-2020 Required Set-Aside:
Title I, Part A $386,636
Title II, Part A $144,270
Title III, Part A $14,344
Title IV, Part A $50,000

2019-2020 Region XI Administration of Programs
Title I, Part A $20,000
Title II, Part A $6,000
Title III, Part A $6,000
VENDOR:

Education Service Center - Region XI

PURCHASING MECHANISM

Interlocal Agreement

Purchasing Support Documents Needed:

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS

Private nonprofit schools located within the Fort Worth ISD attendance boundaries

RATIONALE:

The Education Service Center - Region XI will provide participating private nonprofit schools through a Shared Service Agreement.

Approval of this request will:
1. Improve the efficiency in the allocation of services and resources to the Private non-profit schools as required by law.
2. Minimize the administrative cost of the program, increasing district resources that can be allocated to other priorities.
3. Use the experience Region XI has meeting the Texas Education Agency (TEA)'s required compliance tasks.

INFORMATION SOURCE:

Elsie I. Schiro
The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the Title I, Part A Cooperative Contract for Private/Non-Profit Services:

ESC Region 11 Responsibilities

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private, non-profit schools and provide the required services to the private, non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified personnel sufficient to assist the LEA with Title I private, non-profit obligations.
- Provide the LEA with
  - location and identification of economically-disadvantaged students residing in district but attending PNP schools and
  - data for applications and compliance reports as necessary.
- Provide direct services to private, nonprofit schools as required by Title I, including
  - ongoing negotiation of services to identified students,
  - development of a personal academic plan for identified students in the targeted PNP program, and
  - accessing allowable services such as tutoring, equipment, and materials.
- Ensure that administrative costs do not exceed allowable limits for Title I, Part A.
- Report all required data to the LEA for completion of applications and compliance reports as necessary.
- Act as fiscal agent for the district Title I set-aside funds, including tracking and controlling inventory placed in PNP schools.

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2019, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days’ written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.
**District Responsibilities**

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- File district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside amount based on the formula used for all students in district.
- Provide access to student set-aside funds.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable, third-party service provider.

**ESC Region 11 Contact**

Director of Instructional Support  
(817) 740-7583
### Price List — 2019-2020

<table>
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<tr>
<th>Title I Students in Private School</th>
<th>Cost</th>
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<td>51-100</td>
<td>$10,000</td>
</tr>
<tr>
<td>101+</td>
<td>$20,000</td>
</tr>
</tbody>
</table>
EDGAR, General, and Fiscal Guidelines

In accordance with federal EDGAR guidelines, please check each statement, sign at the bottom, and submit this sheet with each 2019-20 reimbursement request:

_____ I guarantee and verify that the equipment and material we are purchasing with these funds are used in accordance with all rules and guidelines of the grant.

_____ I guarantee and verify that my district will label all equipment and materials purchased with grant funds.

_____ I guarantee and verify that I have an inventory on file in district of all equipment and materials purchased with grant funds and that inventory can be produced for audit purposes.

_____ I guarantee and verify that I have not purchased this same materials or equipment this year or within the past two school years with state or local funds in accordance with federal regulations.

_____ I guarantee and verify that I will keep and use these materials and equipment within my appropriate programs until they are no longer viable for use. If the asset is worthless, broken, etc., it may not be transferred to another program. An approved form must be completed and submitted to TEA requesting approval to “dispose” of the asset. A copy of this form must be submitted to ESC Region 11 as the fiscal agent for the SSA.

Signature

Printed Name

District
Instructional Services
Cooperative Title II, Part A
Private/Non-Profit Services

2019-2020

ESC Region 11 Responsibilities

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private, non-profit schools and provide the required services to the private, non-profit schools. This will include handling all negotiations with the PNPs, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified personnel sufficient to assist the LEA with Title II private, non-profit obligations.

- Provide the LEA with
  - location and identification of private schools desiring to take part in Title II services and
  - data for applications and compliance reports as necessary.

- Provide direct services to private, nonprofit schools as required by Title II, including
  - direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
  - arrange travel and registration to other requested and allowable professional development.

- Report all required data to the LEA prior to required reports.

- Act as fiscal agent for the district Title II set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title II.

Note: Due to various factors, including the volume of participation from districts, contract negotiations for products and services being purchased and delivered within this contract, possible funding changes for districts or ESC Region 11, and other factors, this contract is offered in good faith but does not become binding until September 1, 2019, on either the district or ESC Region 11. This contract is contingent upon the continued availability of appropriations and is subject to cancellation by either party upon thirty (30) days’ written notice to the other party. Payment for valid fees or charges rendered by the ESC Region 11 prior to written notice of termination shall be due to ESC Region 11. Early acceptance of this contract is necessary so that ESC Region 11 can plan and prepare to deliver these services. An alternative contract may be offered if this contract cannot be delivered as stated.
District Responsibilities

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- File district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside amount based on the formula used for all students in district.
- Provide access to student set-aside funds.
- Provide a contact for program communication and inventory control.

ESC Region 11 Contact

Director of Instructional Support
(817) 740-7583
### Price List — 2019-2020

<table>
<thead>
<tr>
<th>PNP Campuses in District</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5</td>
<td>$1,500</td>
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<tr>
<td>6-10</td>
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<td>$6,000</td>
</tr>
<tr>
<td>21+</td>
<td>$10,000</td>
</tr>
</tbody>
</table>
EDGAR, General, and Fiscal Guidelines

In accordance with federal EDGAR guidelines, please check each statement, sign at the bottom, and submit this sheet with each 2019-20 reimbursement request:

_____ I guarantee and verify that the equipment and material we are purchasing with these funds are used in accordance with all rules and guidelines of the grant.

_____ I guarantee and verify that my district will label all equipment and materials purchased with grant funds.

_____ I guarantee and verify that I have an inventory on file in district of all equipment and materials purchased with grant funds and that inventory can be produced for audit purposes.

_____ I guarantee and verify that I have not purchased this same materials or equipment this year or within the past two school years with state or local funds in accordance with federal regulations.

_____ I guarantee and verify that I will keep and use these materials and equipment within my appropriate programs until they are no longer viable for use. If the asset is worthless, broken, etc., it may not be transferred to another program. An approved form must be completed and submitted to TEA requesting approval to “dispose” of the asset. A copy of this form must be submitted to ESC Region 11 as the fiscal agent for the SSA.

Signature  ______________________________________________________

Printed Name  ____________________________________________________

District  ________________________________________________________
The Instructional Services Division offers the following services and discounts to school districts/charter schools that sign the Title III Cooperative Contract for Private/Non-Profit Services:

### ESC Region 11 Responsibilities

ESC Region 11 will act as the fiscal agent for the district set-aside funds for private, non-profit schools and provide the required services to the private, non-profit schools. This will include handling all negotiations with the PNP, assisting with student identification, ensuring all federal guidelines are followed, processing all financial requests, and reporting to the LEA at the end of the year.

- Hire and retain qualified personnel sufficient to assist the LEA with Title III private, non-profit obligations.
- Provide the LEA with
  - location and identification of private schools desiring to take part in Title III services and
  - data for applications and compliance reports as necessary.
- Provide direct services to private, non-profit schools as required by Title III, including
  - direct professional development at the PNP campus site and access to Region 11 training such as institutes, speakers, and conferences;
  - determine eligible students who are English Language Learners; and
  - arrange travel and registration to other requested and allowable professional development.
- Report all required data to the LEA prior to required reports.
- Act as fiscal agent for the district Title III set-aside funds, including tracking and controlling inventory as appropriated placed in PNP schools and ensuring that administrative costs do not exceed the allowable limits for Title III.
District Responsibilities

- Provide ESC Region 11 with a list of known PNP schools.
- Provide ESC Region 11 with a list of known inventory housed at each PNP.
- File district PNP reports on time using accurate data provided by ESC Region 11.
- Determine the student set-aside amount based on the formula used for all students in district.
- Provide access to student set-aside funds.
- Provide a contact for program communication and inventory control.
- Reserve funds under district administrative costs for any applicable, third-party service provider.

ESC Region 11 Contact

Director of Instructional Support
(817) 740-7583
### Price List — 2019-2020

<table>
<thead>
<tr>
<th>PNP Campuses in District</th>
<th>Cost</th>
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</thead>
<tbody>
<tr>
<td>1-5</td>
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Signature  __________________________________________________________

Printed Name  _______________________________________________________

District  ____________________________________________________________
ACTION AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE RESOLUTION AND ORDER ADOPTING POLLING LOCATIONS AND REVISED ORDER OF ELECTION FOR SPECIAL NOVEMBER 5, 2019 ELECTION

BACKGROUND:

August 13, 2019, the Board of Education ordered a special election for November 5, 2019, for the purpose of electing a member to represent Single Member District Four. However, at the time the Order was adopted, polling locations for Early Voting and Election Day were unavailable. The polling locations have now been provided by the Tarrant County Elections Administration and added to the Resolution and Order.

STRATEGIC GOAL:

3-Enhance Family and Community Engagement

ALTERNATIVES:

1. Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for Special November 5, 2019 Election
2. Decline to Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for Special November 5, 2019 Election
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Resolution and Order Adopting Polling Locations and Revised Order of Election for Special November 5, 2019 Election

FUNDING SOURCE Additional Details
General Fund Not Applicable
COST:
Not Applicable

VENDOR:
Not Applicable

PURCHASING MECHANISM
Not a purchase

Purchasing Support Documents Needed:
- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

PARTICIPATING SCHOOL/DEPARTMENTS
Division of Policy and Planning

RATIONALE:
The term of the resigned Board member will expire and an election will be held to determine who will serve as Board member for District Four. The Fort Worth ISD Board must approve adoption of polling locations as well as any revisions to the original Order of Election.

INFORMATION SOURCE:
Karen Molinar
WHEREAS, on August 13, 2019, the Board of Education, ordered a special election for November 5, 2019, for the purpose of electing a member to represent Single Member Trustee District Four or until a successor has been duly elected and qualified;

AND WHEREAS, said Order of August 13, 2019, called for the election of a board member but did not designate polling locations for Early Voting and Election Day locations since they were unavailable at the time the Order was adopted, these locations have now been provided by the Tarrant County Elections Administrator.

THEREFORE, BE IT RESOLVED AND ORDERED BY THE BOARD OF EDUCATION OF THE FORT WORTH INDEPENDENT SCHOOL DISTRICT:

That in accordance with the general laws of the Legislature of the State of Texas pertaining to the election of Board Members, the Board does hereby adopt the Early Voting times, dates and locations listed on Attachment A of the Revised Order of Election and does hereby adopt the polling locations for Election Day as listed on Attachment B of the Revised Order of Election, as the polling locations for Single Member Trustee District Four. Said locations will serve as precincts and polling places for those voters in the Tarrant County election precincts which are assigned to said polling place for the November 5, 2019, Fort Worth Independent School District, Board Member Election and any runoff, if necessary. If the Tarrant County Elections Administrator revises any of the listed polling locations shown on Attachment B of this Order after the Board approves the locations included in this Order, the revised and final locations will be included in the Notice of Election that is required to be posted and published in accordance with Section 4.003, Texas Election Code.
BE IT FURTHER RESOLVED AND ORDERED, that the attached REVISED ORDER OF SPECIAL ELECTION is hereby adopted by this Board.

The Resolution and Order being read, MOTION was made by _________________. seconded by _______________________ that the Resolution and Order Adopting Polling Locations and the attached Revised Order of Special Election be passed, approved and adopted.

FOR: _______ AGAINST: _______

The above Order and Resolution Adopting Polling Locations and the attached Revised Order of Special Election were approved and adopted at a regular meeting that the Board of Education held on the 10th day of September, 2019.

________________________________
Jacinto Ramos, President
Board of Education
Fort Worth Independent School District

ATTEST:

________________________________
Quinton Phillips, Secretary
Board of Education
Fort Worth Independent School District
REVISED ORDER OF SPECIAL ELECTION

BE IT ORDERED by the Board of Education of the Fort Worth Independent School District that on November 5, 2019, there shall be a special election for the purpose of electing one (1) member, to the Board of Education. One member shall be elected from Single Member District Four; to serve the remainder of the term ending in May 2021 which was previously held by Dr. T.A. Sims, or until a successor has been duly elected and qualified; and

BE IT FURTHER ORDERED that the member to be elected from Single Member District Four; shall be elected by the qualified voters of his or her respective Single Member District;

BE IT FURTHER ORDERED that all candidates seeking election as a board member must reside within the single member district boundaries for the single member district position they seek. Pursuant to state law, each candidate must reside in the specific single member district for six (6) months preceding the final day to file for such office. The final day to file is September 4, 2019; and

BE IT FURTHER ORDERED that every candidate must designate that he or she is a candidate for a specific single member district on his or her application to become a candidate. Such application shall be filed with the Election Officer, or her designee, no later than 5:00 p.m. on the 4th day of September, 2019; and

BE IT FURTHER ORDERED that on the first Tuesday in November 2019, being the 5th day of November, 2019, the special election shall be held from 7:00 a.m. to 7:00 p.m. on said day. If no candidate receives a majority of the votes cast for the office for which he or she is a candidate, a runoff election shall be held on the 10th day of December, 2019. Only the names of the two candidates who received the highest number of votes for the office for which a runoff is required shall be placed on the ballot for such runoff election; and

BE IT FURTHER ORDERED that notice of said election shall be given by publishing and posting the Revised Order of Election in accordance with Section 4.003, Texas Election Code; and
BE IT FURTHER ORDERED that Heider Garcia is hereby appointed Early Voting Clerk. His mailing address is P.O. Box 961011, Fort Worth, Texas, 76161-0011 and his street address is 2700 Premier Street, Fort Worth, Texas, 76111-0011.

BE IT, FURTHER RESOLVED, AND ORDERED that the Board of Education of the Fort Worth Independent School District, adopts those locations identified and listed in Attachment A and Attachment B, which is made a part of this Revised Order of Election, as the Early Voting Polling Locations and Election Day polling locations for this election. Each polling site will be located within the school district and will serve as the precinct and polling place for those voters in the Tarrant County election precinct(s) which are assigned to that polling place listed for the November 5, 2019, Fort Worth Independent School District Board member special election and any run off, if necessary.

If the Tarrant County Elections Administrator revises any of the listed polling locations shown on Attachment B of this Order after the Board approves the locations included in the Order Adopting Polling Locations, the revised and final locations will be included in the Notice of Election that is required to be posted and published in accordance with Section 4.003, Texas Election Code.

Approved and adopted at a regular Board of Education meeting on the 10th of September 2019.

____________________________
Jacinto Ramos, President
Board of Education
Fort Worth Independent School District

ATTEST:

____________________________
Quinton Phillips, Secretary
Board of Education
Fort Worth Independent School District
This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library districts and the county: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, municipales y distritos de agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri trong những địa phương sau đây: thành phố, thị xã, trường học, thành phố và quận huyện khác):

Benbrook, Everman, Flower Mound, Keller, Mansfield, North Richland Hills, Watauga, White Settlement, Arlington ISD, Azle ISD, Everman ISD, Fort Worth ISD, Keller ISD, Benbrook Library District, Benbrook Water Authority, Tarrant County College District and Tarrant County.

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)

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<tr>
<th>Location (Ubicación)</th>
<th>Address (Dirección)</th>
<th>City (Ciudad)</th>
<th>Zip Code (Código postal)</th>
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<td>Bob Duncan Center</td>
<td>2800 South Center Street</td>
<td>Arlington</td>
<td>76014</td>
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<td>Elzie Odom Athletic Center</td>
<td>1601 NE Green Oaks Boulevard</td>
<td>Arlington</td>
<td>76006</td>
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<td>Center for Community Service</td>
<td>4002 West Pioneer Parkway</td>
<td>Arlington</td>
<td>76013</td>
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<td>South Service Center</td>
<td>1100 SW Green Oaks Boulevard</td>
<td>Arlington</td>
<td>76017</td>
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<td>Tarrant County Sub-Courthouse in Arlington</td>
<td>700 E Abram Street</td>
<td>Arlington</td>
<td>76010</td>
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<td>Tarrant County College Southeast Campus</td>
<td>2100 Southeast Parkway</td>
<td>Arlington</td>
<td>76018</td>
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<tr>
<td>B J Clark Annex Room (Sala)</td>
<td>603 Southeast Parkway</td>
<td>Azle</td>
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<td>Bedford Public Library</td>
<td>2424 Forest Ridge Drive</td>
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<td>Benbrook Community Center</td>
<td>228 San Angelo Avenue</td>
<td>benbrook</td>
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<td>Colleyville City Hall</td>
<td>300 Main Street</td>
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<td>Crowley Recreation Center</td>
<td>405 S Oak Street</td>
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<td>Eues Family Life Senior Center</td>
<td>300 W. Midway Dr.</td>
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<td>Handley-Meadowbrook Community Center</td>
<td>6201 Beaty Street</td>
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<td>JPS Health Center Viola M. Pitts/Compo</td>
<td>4701 Bryant Irvin Road N.</td>
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<td>Lower Level (Nivel Inferior) (Cítulo)</td>
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<td>Longhorn Activity Center</td>
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<td>Northside Community Center</td>
<td>1501 West Seminary Drive</td>
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<td>Rosemont Middle School</td>
<td>959 East Rosedale Street</td>
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<td>Southwest Sub-Courthouse</td>
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<td>Tarrant County Elections Center</td>
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<td>12209 Timberland Boulevard</td>
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<td>Worth Heights Community Center</td>
<td>3551 New York Avenue</td>
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<td>Asia Times Square</td>
<td>2615 W. Pioneer Parkway</td>
<td>Grand Prairie</td>
<td>75051</td>
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<td>The REC of Grapevine</td>
<td>1175 Municipal Way</td>
<td>Grapevine</td>
<td>76051</td>
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<td>Haltom City Northeast Center</td>
<td>3201 Friendly Lane</td>
<td>Haltom City</td>
<td>76117</td>
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<tr>
<td>Hurst Recreation Center</td>
<td>700 Mary Drive</td>
<td>Hurst</td>
<td>76053</td>
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<tr>
<td>Northeast Courthouse</td>
<td>645 Grapevine Highway</td>
<td>Hurst</td>
<td>76054</td>
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<tr>
<td>Keller Town Hall</td>
<td>1100 Bear Creek Parkway</td>
<td>Keller</td>
<td>76248</td>
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<td>Kennedale Community Center</td>
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<td>76060</td>
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<td>Location</td>
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<tr>
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<td>35 Mansfield Sub-Courthouse</td>
<td>1100 East Broad Street</td>
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<td>36 Dan Echols Center</td>
<td>6801 Glennview Drive</td>
<td>N Richland Hills</td>
<td>76180</td>
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<td>37 North Richland Hills Public Library</td>
<td>9015 Grand Avenue</td>
<td>N Richland Hills</td>
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<td>38 Eagle Mountain-Saginaw ISD Administration Building (Edificio) (Căn sở): 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)</td>
<td>1200 N Old Decatur Road</td>
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<td>39 Southlake Town Hall</td>
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<tr>
<td>40 White Settlement Public Library</td>
<td>8215 White Settlement Road</td>
<td>White Settlement</td>
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</tr>
</tbody>
</table>

Application for a Ballot by Mail may be downloaded from our website: [www.tarrantcounty.com/elections](http://www.tarrantcounty.com/elections)

Information by phone: Tarrant County Elections Administration, 817-831-8683

Applications for a Ballot by Mail must be submitted between January 1, 2019 and October 25, 2019 by mail, fax or email to:

**Note: effective December 1, 2017** - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Dem xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2019 và Ngày 25 Tháng 10, Năm 2019 bằng thư, fax hoặc email đến: Nhân Viên Viên Bỏ Phiếu Sớm (Secretary Of Voting Adelantada) (Secretario De Votación Adelantada) (Nhân Viên Bỏ Phiếu Sớm) PO Box 961011. Fort Worth TX 76161-0011 Fax: 817-850-2344 Email: votebymail@tarrantcounty.com)
ACTION AGENDA ITEM
BOARD MEETING
September 10, 2019

TOPIC: APPROVE ADOPTION OF THE HART INTERCIVIC VERITY SYSTEM AS THE VOTING SYSTEM TO BE USED FOR ALL FORMS OF VOTING IN TARRANT COUNTY

BACKGROUND:

Section 123.001 of the Texas Elections Code requires that “[b]efore a voting system may be used in elections, the authority designated by this section, by resolution, order, or other official action of the authority, must adopt the system for use in the elections.”

On August 13, 2019, the Tarrant County Commissioners Court, through Court Order #130826, awarded RFP 2019-002 to HART InterCivic Inc., thereby completing the acquisition of the new voting system for the county.

On August 27, 2019, the Court formally adopted this newly purchased voting system for all voting in Tarrant County. The system will be first implemented in the Constitutional Amendment Election of November 2019. The District has contracted with the Tarrant County Elections Administration to oversee the assignment of polling sites, election equipment, judges, clerks, as well as the training of appropriate personnel, and other associated services. The District must formally adopt use of the new voting system to be used by the Tarrant County Elections Administration.

STRATEGIC GOAL:

2-Improve Operational Effectiveness and Efficiency

ALTERNATIVES:

1. Approve Adoption of the HART InterCivic Verity System as the Voting System to be Used for All Forms of Voting in Tarrant County
2. Decline to Approve Adoption of the HART InterCivic Verity System as the Voting System to be Used for All Forms of Voting in Tarrant County
3. Remand to staff for further study

SUPERINTENDENT’S RECOMMENDATION:

Approve Adoption of the HART InterCivic Verity System as the Voting System to be Used for All Forms of Voting in Tarrant County
**FUNDING SOURCE**

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<thead>
<tr>
<th>No Cost</th>
<th>Additional Details</th>
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</thead>
<tbody>
<tr>
<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

**COST:**

Not Applicable

**VENDOR:**

Not Applicable

**PURCHASING MECHANISM**

Not a purchase

**Purchasing Support Documents Needed:**

- Bid – Bid Summary / Evaluation
- Inter-Local (IL) – Price Quote and IL Contract Summary Required
- Sole Source – Price Quote and Notarized FWISD Sole Source Affidavit
- Emergency – Price Quote and Emergency Affidavit

**PARTICIPATING SCHOOL/DEPARTMENTS**

Division of Policy and Planning

**RATIONALE:**

Each voting entity must officially provide an action to adopt the new voting system for elections. The District has contracted with the Tarrant County Elections Administration which has purchased a new voting system.

**INFORMATION SOURCE:**

Karen Molinar
RESOLUTION TO ADOPT THE HART INTERCIVIC VERITY VOTING SYSTEM
BOARD OF EDUCATION
FORT WORTH INDEPENDENT SCHOOL DISTRICT

WHEREAS, on August 13, 2019, the Tarrant County Commissioner’s Court voted to accept the contract with HART InterCivic to purchase Version 2.3.1 of the Verity System;

WHEREAS, on August 27, 2019, the Commissioner’s Court of Tarrant County, did hereby adopt the HART InterCivic Verity, Version 2.3.1, for use in Absentee Voting By Mail, Early Voting By Personal Appearance, Regular Voting on Election Day, and Provisional Voting;

WHEREAS, the system will be used for all elections run by Tarrant County; and

WHEREAS, the system will be used in accordance to the terms and conditions specified in the certification order issued by the Texas Secretary of State.

BE IT, RESOLVED AND HEREBY ORDERED, that the Board of Education of the Fort Worth Independent School District, through contract with the Tarrant County Elections Administration and in accordance with Section 123.001 of the Texas Elections Code, adopts the HART InterCivic Verity System Version 2.3.1 voting system.

The above Resolution being read, motion was made by ________________________ , and seconded by ______________________________ that this Resolution and Adoption above and foregoing be passed, approved and adopted.

FOR: __________  AGAINST: __________

The above Resolution was voted on and adopted at a regular meeting that the Board of Education held on the 10th day of September, 2019.

_________________________________
Jacinto Ramos, President
Board of Education
Fort Worth Independent School District

ATTEST:

_________________________________
Quinton Phillips, Secretary
Board of Education
Fort Worth Independent School District