

**REQUEST FOR BOARD APPROVAL OF
PERSONAL SERVICES CONTRACT**

Pursuant to House Bill 3372 (Effective June 22, 2025)

INSTRUCTIONS: This form must be submitted at least five (10) school days prior to a regularly scheduled Board meeting, but earlier submission is strongly encouraged. A copy of the written personal services contract must be attached to receive consideration. Incomplete forms or late submissions may result in delays or denial of review.

Administrator Information

Full Name: ERICA WOOD
Job Title/Position: Principal
Campus/Department: Jandrucko
Email Address: ericawood@msdmail.org
Phone Number: 817-235-2570

Contracting Entity Information

Name of Contracting Entity: Teaching Strategies

Does the entity conduct or solicit business with Mansfield ISD?

☐ Yes → STOP. This arrangement may not qualify for an exception under HB 3372. You are advised to seek legal counsel.

☒ No

Type of Entity (Check one):

☐ Business (conducts or solicits business with the District)

☒ Education Business (provides services regarding curriculum/administration)

☐ Public Education Institution (e.g., charter school, regional education service center, other ISD)

Contract Information

Title of Services to Be Performed: Training on Early Childhood best practices & Solutions purchased.

Brief Description of Services: After an organization purchases a solution from the sales department, Professional Development workers (me) are able to sign-up to provide trainings on what was purchased. We are not part of the professional development.

Total Compensation to Be Received: \$ 800.00 per session

Term/Duration of Contract: 1 year

Will any services be performed during your regular work hours?

☐ Yes → STOP. Services must be performed entirely on personal time.

☒ No

Attach a copy of the written contract describing the services to be performed.

☐ Attached

Acknowledgments

(Please initial each statement)

EW I acknowledge that the services described will be performed entirely on my personal time, outside of my work hours with the District.

EW I acknowledge that the contract does not create a conflict of interest with my duties to the District.

EW I acknowledge that the arrangement will not harm the District or interfere with District operations.

EW I acknowledge that the contract is subject to disclosure under the Texas Public Information Act.

EW I acknowledge that violation of HB 3372 may result in personal civil penalties up to \$10,000 per violation.

Signature

Signature: Erica Wood

Date: 8/25/24

[Remainder of page intentionally left blank]

District Use Only

Date Received: _____

Reviewed by (Name & Title): _____

- ☐ Contract Attached.
- ☐ Administrator is not a Superintendent, Associate Superintendent, or Board of Managers member.
- ☐ Administrator's responsibilities do not primarily involve classroom instruction.
- ☐ Administrator is not a Trustee.

Recommendation:

- ☐ Forward to Board for Consideration
- ☐ Returned – Not Eligible
- ☐ Returned – Incomplete

Board of Trustees Action

(To be completed following Board review)

- ☐ Approved
- ☐ Denied

Board Meeting Date: _____

Comments or Conditions (if any): _____

Board President Signature: _____

Date: _____



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PROFESSIONAL DEVELOPMENT NETWORK TRAINER AGREEMENT

This Professional Development Network Trainer Agreement ("Agreement") is effective as of January 1, 2026, ("Effective Date") between Teaching Strategies, LLC, ("TS") a Delaware corporation with its principal place of business at 80 M Street, SE, Suite 1010 Washington, DC. 20003 and Erica Wood, ("PDN Trainer"), a / an individual with its principal place of business at 2720 Whispering Trail Cir Pantego TX 76013.

1. **Background.** TS provides professional development network ("PDN") training services to TS customers. As a PDN Trainer you are an independent contractor providing subcontracted services at the general direction of TS individually and, if any, by your employees. PDN Trainer is solely and exclusively responsible for its actions and inactions during the course of providing the Services, as defined below, and otherwise.
2. **Scope of Services.** PDN Trainer agrees to deliver the services ("Services") as specified in a Statement of Work ("SOW") attached to this Agreement.
3. **Payment, Fees, Expenses, & Taxes.** TS agrees to pay PDN Trainer fees for Services delivered and accepted by TS at the daily and hourly rates specified in a SOW and will reimburse PDN Trainer for travel and related expenses compliant with TS travel reimbursement requirements.
4. **Term and Termination.** This Agreement begins as of the Effective Date and will remain in effect until the first of (a) when terminated by either party or as stated below in this section, or (b) December 31, 2026. Either party may terminate this Agreement for cause or for convenience. Termination will be communicated in writing, via mail, or via email and will include termination of all SOWs. Termination will be effective immediately, or as of the date specified in the communication. Upon termination of this Agreement, including all SOWs, all intellectual property, materials, documents, data, and reports given to or prepared by PDN Trainer hereunder must be immediately returned to TS. PDN Trainer will be paid for Services delivered and accepted up to the effective date of the termination on a pro-rata basis.
5. **Independent Contractor Relationship.** PDN Trainer acknowledges and agrees that it is an independent contractor whose employees, if any, are not employees or agents of TS for any purpose including, but not limited to, federal, state, or local unemployment



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insurance laws, old age benefits, Social Security Law, workers' compensation law, tax laws, or any other industrial law and are not eligible for any of the benefits to which TS employees are eligible. TS Trainer does not have any authority, express or implied, to assume or create any obligation on behalf of TS and shall not use or display the TS name or any other trademark, or trade name owned or claimed by TS or its affiliates without TS consent. PDN Trainer is solely and exclusively liable for the payment of all required federal, state, and local income, employment, unemployment, property, excise, sales, and use taxes and associated contributions in connection with the payment for Services rendered under this Agreement.

1. PDN Trainer acknowledges and agrees that it is the PDN Trainer's sole obligation to report all self-employment income on payments received from TS for Services rendered as a PDN Trainer. PDN Trainer agrees to indemnify and hold TS harmless to the extent of any obligation imposed by law on TS to pay any withholding taxes, social security, unemployment, disability insurance, or similar items in connection with any payments made to PDN Trainer by TS for Services to TS.

6. Insurance. During the term of the Agreement and any SOWs and for one (1) year thereafter, PDN Trainer shall maintain in effect, at PDN Trainer's expense, the following minimum levels of insurance coverage:

6.1. Single limit general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage caused by the acts or omissions of the PDN Trainer its employees or agents

6.2. Comprehensive automobile liability insurance in the amount of \$300,000, combined single limit liability;

6.3. Professional liability insurance, including errors and omissions coverage, in an amount of not less than \$1,000,000 per occurrence for (i) breach of this Agreement and (ii) its indemnification obligations under this Agreement); and

6.4. If applicable, workers' compensation and employers' liability insurance, or the equivalent, including a broad form all states endorsement, in amounts sufficient to satisfy the requirements of the jurisdictions in which Consultant operates, but no less than \$1,000,000 per occurrence for employer liability.

6.5. Certificates of insurance evidencing such coverage must be furnished to TS upon commencement of an SOW to this Agreement, and at each policy renewal date.



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6.6. PDN Trainer's insurance shall be primary and non-contributory.

7. Warranty. PDN Trainer warrants that: (i) it is able to enter into this Agreement and perform the Services contemplated; (ii) its ability to enter into this Agreement is not limited or restricted by any agreements or understandings between PDN Trainer and other persons; (iii) any Services it provides and information or materials it develops for or discloses to TS will not be based upon confidential or proprietary information derived from any third party; (iv) any materials delivered to TS under this Agreement will not infringe on the copyright, patent, or any other proprietary right of any third party; (v) it will not directly or indirectly offer, pay, promise to pay, give, promise to give, or authorize the payment or giving of any money or anything of value, to any government official or government employee or contractor; and (vi) agrees that it will not seek and that it will require its employees not to seek patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works of authorship, or proprietary data. PDN Trainer shall have no right to disclose or use any such inventions, works of authorship, or proprietary data for any purpose whatsoever and shall not communicate to any third party the nature of or details relating to such inventions, works of authorship, or proprietary data. PDN Trainer agrees that, if applicable, it will execute and require its employees to execute, at TS expense, all documents as TS may reasonably require to vest in TS or its nominees these rights or defend the rights referred to herein and to secure for TS or its nominees all patent, trademark, trade secret, or copyright protection. In the course of the PDN Trainer's work hereunder or as a result thereof, PDN Trainer may use materials subject to copyright. PDN Trainer represents that TS is the sole owner of all copyrights in the material to be presented, that the PDN Trainer obtained all permissions necessary for their reproduction and distribution, and that the reproduction and distribution of the materials do not violate or infringe upon any trademark, copyright, or other proprietary right of any person, firm, or company. Should any materials delivered to TS under this Agreement become the subject of any infringement claim or suit, PDN Trainer will obtain the right for TS to continue using the materials or replace or modify the materials to make them non-infringing.

8. Rights in Works. PDN Trainer acknowledges and agrees that this Agreement constitutes a work-for-hire arrangement, and that all materials prepared or developed by PDN Trainer for TS either solely or jointly with others, during or in connection with, or with the use of information received in, the performance of Services under this Agreement are the exclusive property of TS. PDN Trainer hereby grants, conveys, and assigns to TS all rights, title, and interests in inventions, works of authorship, and other proprietary data (as well as the copyrights, patents, trade secrets, and similar rights



attendant thereto) conceived, reduced to practice, authored, or developed by PDN Trainer, either solely or jointly with others, during or in connection with, or with the use of information received in, the performance of Services under this Agreement.

9. Confidentiality. The parties hereto acknowledge that, for PDN Trainer to perform the Services, it may be necessary or desirable for TS to disclose to PDN Trainer confidential and proprietary information belonging to TS and/or third parties. PDN Trainer hereby agrees to treat any and all information gained by PDN Trainer as a result of or in connection with the Services or this Agreement ("Information") as strictly confidential, whether or not such Information has been specifically marked or otherwise designated as such. PDN Trainer further agrees that it will not disclose any such Information to anyone, nor otherwise use such Information, for any purpose at any time, except to the extent necessary to perform the Services or as ordered by a court of competent jurisdiction.

PDN Trainer further agrees that, for the term of this Agreement and for a period of one (1) year from the date of termination of this Agreement, PDN Trainer will not directly or indirectly provide services similar in nature to the Services for any business that is a competitor of TS or offers services substantially similar to the Services or related products.

The parties agree that, in the event of a breach by PDN Trainer of this section, TS may not have an adequate remedy in money or damages. The parties therefore agree that, in such event, TS will be entitled to seek injunctive relief against such breach in any court of competent jurisdiction. Such injunctive relief will not limit TS's right to obtain other remedies available under applicable law.

10. Conflicts of Interest. PDN Trainer warrants that no conflict of interest exists between PDN Trainer and/or its consulting engagements and the performance of Services under this Agreement. PDN Trainer shall promptly notify TS in writing, and prior to signing of any SOW, if such a conflict of interest arises in the future.

11. Indemnification. PDN Trainer will indemnify, defend, and hold harmless (including paying court costs and reasonable attorneys' fees) TS and its affiliates and their officers, employees, partners, principals, agents, and permitted assigns against all costs, expenses (including reasonable attorneys' fees), losses, liabilities, and damages that arises out of, or in relation to, PDN Trainer's Services under this Agreement and SOWs. Such indemnities shall include, but are not limited to: tort liability for the PDN Trainer's acts or omissions; liability for breach of contract; patent, copyright, or trademark infringement; discrimination claims; and claims for wages or employee benefits including but not limited to pension rights, unemployment insurance, workers compensation,



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unemployment insurance, disability benefits, FICA payments, and withholding of Federal, State, or local income taxes.

12. Notices. All legal notices and communications given under this Agreement must be in writing and delivered personally or via: FedEx, UPS, USPS (pre-paid postage, certified, return receipt, signature required), or other trackable mail service provider, addressed to each party at the address set forth below or such other address as is specified in a written notice from one party to the other party. Notice will be deemed received the day after delivery if personally delivered, and will be deemed received three (3) days after mailing if mailed via a trackable mail service provider if mailed to the addresses below:

PDN Trainer	Teaching Strategies, LLC
Name: Erica Wood Address 2720 Whispering Trail Cir City: Pantego State: TX Zip Code: 76013 Email: erica.w.pdn@teachingstrategiespd.net	Name: Thomas Yamamoto Title: General Counsel Address: 80 M Street, SE, Suite 1010 City: Washington State: DC Zip Code: 20003 Email: legal@teachingstrategies.com

13. Entire Agreement; Amendment and Waiver. This Agreement, including SOWs, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings with respect to the subject matter. This Agreement and SOWs may only be amended or modified by a written agreement signed by both parties. If any provision of this Agreement or SOW is determined to be invalid or unenforceable in whole or in part, the remaining provisions will continue in full force and effect. No delay or omission in exercising any right or powers shall impair such right or power to be construed to be a waiver. No provision of the Agreement or SOW will be waived and no breach excused unless the waiver or consent is in writing and is signed by the party that is claimed to have waived or consented. To the extent of any express conflict or inconsistency between the terms and conditions of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

14. Governing Law and Claims. This Agreement will be governed and construed in accordance with the laws of the State of Maryland, without reference to its conflict of laws provision. Any dispute regarding this Agreement and SOWs will be subject to the exclusive jurisdiction of the state courts in and for Montgomery County, Maryland, USA (or if there is federal jurisdiction, the US District Court for the Northern District of Maryland), and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. No claim or action, regardless of form,



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arising out of this Agreement or SOW may be brought by PDN Trainer more than one (1) year after PDN Trainer first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or SOWs.

15. General Provisions.

15.1. Legal Compliance. PDN Trainer agrees to comply with all applicable laws, regulations, and TS customer requirements in performance of the Services under the Agreement and all SOW including, but not limited to:

15.1.1. Background Checks. TS will conduct background checks on all PDN Trainers. PDN Trainer agrees to provide all appropriate information necessary for TS to perform the appropriate Background Checks. The Background Checks will include a review of PDN Trainer's driving, criminal, sex offender, and child abuse records and any other information requested or required by TS customers.

PDN Trainer understands that its engagement for Services hereunder by TS is contingent on meeting the TS customer background check requirements. TS may be required to have PDN Trainer provide additional Background Checks and/or fingerprinting to be eligible to provide certain subcontracted services in support of specific TS customers. PDN Trainer hereby releases and agrees to hold harmless from liability TS, its officers, directors, agents, and employees from any liabilities or claims resulting from the investigation of PDN Trainer's background.

15.1.2. Drug Free Workplace Act. TS customers generally require that TS ensure that its subcontractors maintain a "Drug-Free Workplace." In support of this, PDN Trainer agrees to comply with the Drug-Free Workplace Act §§ 5151-5160 (41 C.F.R. §701 et seq., as amended) ("Act") as it applies to the Services rendered under this Agreement and any SOW. PDN Trainer also agrees to not engage in unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any Services.

15.1.3. Prevention of Fraud. TS customers that are government entities or have similar requirements generally require that TS ensure its subcontractors report fraud. In support of this, PDN Trainer agrees to report any knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, and violations of law or rules, policies, and procedures for which TS is responsible under a TS customer grant or similar award. All information must be reported within five (5) working days from the date of discovery to the then current Maryland Office of Attorney General.

15.2. Assignment. PDN Trainer may not subcontract or assign this Agreement, which includes all SOWs, or any right or obligation under this Agreement without the prior written consent of TS. TS may assign, subcontract, or otherwise transfer its rights, liabilities, or obligations under this Agreement.



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15.3. Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by arbitration in the State of Maryland in accordance with the then prevailing rules of American Arbitration Association. The final decision of the arbitrators will be final and binding on the parties. Any award rendered may be enforced by any court having authority.

a. **Disclaimer of Damages.** Notwithstanding anything to the contrary contained in this Agreement or any SOW, in no event will TS or its affiliates be liable to PDN Trainer or its affiliates for consequential, special, indirect, exemplary, or punitive damages, whether arising in tort, contract, or otherwise; or for any damages arising out of or in connection with any malfunctions, delays, loss of data, lost profits, lost savings, loss of business, or anticipatory profits, even if TS or its affiliates have been advised of the possibility of such damages.

b. **Survival.** Any provision of this Agreement which contemplates obligations or performance after the termination of this Agreement, including, but not limited to, sections 4 through 10, and 12 through 15, will survive the termination or expiration of this Agreement.

The parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

PDN Trainer	Teaching Strategies, LLC
By (Signature): DocuSigned by: <i>Erica Wood</i>	By (Signature): <i>Thomas Yamamoto</i>
Name: Erica Wood 49AAF51618DB450...	Name: Thomas Yamamoto
Title: PDN Trainer	Title: General Counsel
Date: 12/6/2025	Date: 12/6/2025



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STATEMENT OF WORK 1

This Statement of Work (“SOW”) 1 is hereby incorporated into the PDN Trainer Agreement (“Agreement”) effective as of January 1, 2026, between Teaching Strategies, LLC (“TS”) and Erica Wood, PDN Trainer”. Capitalized terms not defined herein will have the meaning given to them in the Agreement.

Services. PDN Trainer will provide professional development services to TS customers as described at **2026 PDN POLICIES and PROCEDURES.pdf**

1. **Date(s) for the Performance of Services.** The Services to be provided by PDN Trainer will be mutually agreed upon by PDN Trainer and TS based upon TS customer needs and will be made available for PDN Trainer via the Salesforce/Skedulo process.
2. **Payment.** For U.S. domestic training, PDN Trainer will be paid a daily rate of \$ 800 for a 6-hour on-site/Virtual training or an hourly rate of \$ 133.34 for on-site/Virtual trainings lasting less than or more than 6-hour increments. PDN Trainer will be paid a daily rate of \$1,000.00 for all international onsite for a 6-hour training day and \$ for international training lasting less than or more than 6 hours. The Hourly Training Rate applies only to hours spent training or providing services to TS customers. PDN Trainer preparation and travel time is not billable to TS, and TS will not pay for PDN Trainer’s preparation or travel time. Payment will be issued in accordance with TS policies and procedures.
3. **Expense Reimbursement.** PDN Trainer will be reimbursed by TS for expenses incurred in the provision of Services in accordance with the TS travel and expense policies and procedures. Per Diem rate for on-site trainings within the contiguous United States is set at a flat rate of \$68; Per Diem outside of the contiguous United States is paid by receipt.
4. **Additional Incentives.** From time to time, at TS’ discretion, TS may offer special fee incentives that will be subject to specific terms and conditions. PDN Trainer will receive communication about such incentives via email or updates to the TS policies and procedures.
5. **Term.** This SOW will commence on January 1, 2026, and will continue through December 31, 2026, unless terminated earlier pursuant to the Agreement.

The parties have caused their authorized representatives to execute this SOW, and it is effective as of the date of the last signature below.

PDN Trainer	Teaching Strategies, LLC
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for Early Childhood

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DocuSigned by:	
By (Signature): <i>Erica Wood</i>	By (Signature): <i>Thomas Yamamoto</i>
Name (Print): Erica Wood	Name: Thomas Yamamoto
Date: 12/6/2025	Title: General Counsel
	Date: 12/6/2025



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TEACHING STRATEGIES, LLC WAIVER OF LIABILITY

This **WAIVER OF LIABILITY** (“**Waiver**”) is effective as of January 1, 2026 (“**Effective Date**”), by and between Teaching Strategies, LLC (“**TS**”), a Delaware limited liability company, with its headquarters located at 80 M Street, SE, Suite 1010, Washington DC 20003, and Erica Wood (“**Consultant**”). Consultant agrees to and confirms all of the statements in this Waiver and has read and is fully familiar with, and bound by, the contents of this Waiver. Consultant freely and voluntarily executes this Waiver, and in consideration of the opportunity to provide services for TS, hereby agrees to as follows:

Consultant has agreed to provide services as an independent contractor for TS, and the relationship shall not be deemed to create a joint venture, employer/employee, partnership, or any other relationship. TS does not provide Consultant with any form of medical, liability, worker’s compensation, or any other type of insurance coverage. As such, Consultant is solely responsible for any medical, liability, or other costs or damages, including expenses and other losses, arising out of any bodily injury, including death, or property damage sustained by Consultant or caused by Consultant to a third party, including TS, while Consultant is providing services for TS as an independent contractor.

TS agrees to accept this waiver in lieu of any requirement in Consultant’s contractual agreement with TS for Consultant to provide its own workers’ compensation insurance coverage.

Consultant also agrees not to bring any claim, demand, or action against TS, its officers, directors, shareholders, employees, affiliates, agents, subcontractors, and/or partners (collectively, the “**TS Parties**”) for losses, expenses, costs, damages, or bodily injury, or other, including death or damage to property, arising from or while performing services for TS as an independent contractor. In addition, Consultant shall indemnify, defend, and hold the TS Parties harmless from and against any and all liabilities, damages, actions, demands, suits, losses, costs, and expenses of any kind in any way arising out of or on account of any action of Consultant, including actions of its employees, subcontractors, officers, directors, affiliates, shareholders, agents, and/or partners, or any claim arising out of or resulting from injuries or death to any person or damage to property, including theft, as well as any claims that material produced by Consultant infringes any patent, copyright, trademark, or misappropriates any trade secret, provided, however, Consultant shall not indemnify TS for any claims based on any alleged infringement arising from additions or modifications made by TS.



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IN WITNESS WHEREOF, this Waiver has been duly executed by the parties as set forth below, and is valid as of the Effective Date.

PDN Trainer		Teaching Strategies, LLC
By (Signature): <i>Erica Wood</i>	DocuSigned by: 49AAF51618DB450...	By: <i>Thomas Yamamoto</i>
Name (Print):		Name: Thomas Yamamoto
Date: 12/6/2025		Title: General Counsel
		Date: 12/6/2025