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: Brigette Cardenas

Job Title/Position: GT Program Coordinator

Campus/Department: GT Department/Teaching and Learning Dept

Email Address: brigettecardenas@misdmail.org

Phone Number: 817-675-5933

Contracting Entity Information

Name of Contracting Entity: Texas Association for the Gifted and Talented

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: Development of Gifted/Talented Professional Development Session

Brief Description of Services: The formation, development and recording of an online Professional Development Session for Gifted Staff to be used on an online platform thrououghout the state.

TAGT is a 501(c)(3) nonprofit
We do not purchase our P.D. from this entity.

Total Compensation to Be Received: $ 2,000.00

Term/Duration of Contract: Until session is developed and ready for production and editing

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)

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

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

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

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

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

Signature

Signature: _____

Date: 11/21/26

[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: _____

TEXAS ASSOCIATION FOR THE
GIFTED & TALENTED

Course Development Agreement

This Course Development Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between the **Texas Association for the Gifted & Talented ("TAGT")**, and **Brigette Cardenas ("Contractor")**.

Collectively referred to as the "Parties."

1. Purpose

TAGT is developing original asynchronous professional learning courses to be delivered through its Learning Management System ("LMS"). Contractor possesses subject matter expertise and agrees to develop an original course and related educational materials in accordance with this Agreement and the attached Statement of Work (Exhibit A).

2. Independent Contractor

Contractor is an independent contractor and is not an employee, agent, partner, or representative of TAGT. Contractor is solely responsible for all taxes, insurance, licenses, permits, and obligations arising from compensation received under this Agreement.

3. Scope of Work

Contractor shall develop and deliver all course materials described in Exhibit A. Unless otherwise approved in writing by TAGT, the course shall be newly created for TAGT and shall not be a repurposed version of an existing commercial product. Contractor shall perform all work in a professional manner and consistent with accepted standards within the gifted education profession.

4. Deliverables

Contractor shall provide all required course materials through a TAGT-designated shared drive. Unless otherwise approved, deliverables shall be submitted in editable source formats whenever practical. Deliverables specified in Exhibit A. All deliverables become part of the Work Product.

5. Project Timeline

Contractor shall meet the deadlines identified in Exhibit A. If Contractor anticipates a delay, Contractor shall notify TAGT promptly so an updated schedule may be mutually agreed upon.

6. Review and Acceptance

TAGT will review submitted deliverables within approximately fifteen (15) business days.

Following review, TAGT may:

- Accept the deliverables;
- Accept with minor revisions;
- Request revisions prior to acceptance.

Contractor agrees to complete up to two (2) rounds of reasonable revisions related to alignment with the Statement of Work, branding, accessibility, instructional quality, or technical requirements at no additional cost. Deliverables shall not be considered accepted until TAGT provides written acceptance. Final payment for course development shall be made following written acceptance.

7. Compensation

Compensation shall be outlined in Exhibit A. Unless otherwise specified:

- Course Development Fee: payable upon written acceptance of the completed course.

No additional compensation shall be due unless approved in writing by TAGT.

8. Annual Content Review and Maintenance

To maintain the quality and accuracy of TAGT educational offerings, Contractor agrees to conduct one annual review of the course during each maintenance year covered by this Agreement.

The review shall include verification that:

- information remains accurate;
- legislation, rules, regulations, and research references remain current;
- hyperlinks remain functional;
- external resources remain available;
- graphics and screenshots remain current;
- examples continue to reflect current professional practice.

If no revisions are necessary, Contractor shall provide written certification to TAGT. If revisions are needed, Contractor shall submit updated materials within thirty (30) days of completed review. The annual maintenance fee compensates Contractor for this review and any reasonably necessary revisions.

9. TAGT Editorial Rights

TAGT may, at any time and without Contractor approval:

- correct typographical or grammatical errors;
- update formatting;
- revise branding;
- update templates;
- improve accessibility;

- replace broken links;
- update citations or references;
- make technical modifications necessary for LMS delivery.

TAGT may also revise, supplement, adapt, or replace substantive educational content. TAGT may invite Contractor to perform substantive updates but is not obligated to do so.

10. Course Lifecycle

TAGT retains sole discretion regarding the publication, revision, marketing, bundling, licensing, retirement, or removal of any course developed under this Agreement. Nothing in this Agreement guarantees continued publication of the course.

11. Intellectual Property

The Parties agree that all Work Product created under this Agreement is specially commissioned by TAGT.

Upon payment in full, Contractor irrevocably assigns to TAGT all worldwide right, title, and interest in and to the Work Product, including all copyrights and other intellectual property rights.
All work product created by the contract worker shall be "works made for hire" for TAGT within the meaning of the United States Copyright Act. To the extent such work product is not deemed "works made for hire" by operation of law or otherwise, the contract worker hereby assigns to TAGT ownership of such work product, including, without limitation, all intellectual property rights therein. Upon TAGT's request, the contract worker agrees to execute any instruments and do all things reasonably requested by TAGT in order to further perfect TAGT's ownership rights in the work product.

TAGT shall have the unrestricted right to:

- edit;
- revise;
- update;
- translate;
- adapt;
- reformat;
- combine with other materials;
- publish;
- reproduce;
- distribute;
- sublicense;
- create derivative works;
- use the Work Product in any media now known or later developed.

No additional permission or compensation shall be required.

12. Rights Retained by Contractor

Contractor retains ownership of:

- pre-existing intellectual property;

- general professional knowledge;
- instructional methods;
- personal expertise.

Contractor may continue to teach, consult, present, write, and develop educational materials on similar subject matter. However, Contractor agrees not to reproduce, sell, license, distribute, or publish a substantially identical version of the course created for TAGT.

13. Artificial Intelligence

Contractor may use artificial intelligence tools as drafting or productivity aids. Contractor remains solely responsible for: accuracy, originality, completeness, and compliance with copyright law.

Contractor shall not input confidential TAGT information into publicly available AI systems without prior written authorization. Contractor warrants that TAGT receives all intellectual property rights described in this Agreement regardless of whether AI tools assisted in development.

14. Confidentiality

Contractor shall maintain the confidentiality of all non-public TAGT information, including but not limited to:

- membership information;
- pricing;
- LMS configuration;
- strategic plans;
- financial information;
- unpublished educational resources;
- internal procedures;
- technology systems.

This obligation survives termination of this Agreement.

15. Warranties

Contractor represents and warrants that:

- all Work Product is original;
- Contractor owns or has secured all necessary rights;
- Work Product does not infringe any copyright, trademark, or other intellectual property right;
- third-party materials are properly licensed;
- content is accurate to the best of Contractor's knowledge at the time of delivery;
- Work Product complies with applicable laws and professional standards.

16. Indemnification

Contractor shall defend, indemnify, and hold harmless TAGT, its officers, directors, employees, volunteers, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from:

- alleged infringement of intellectual property rights;

- unauthorized use of third-party materials;
- Contractor's breach of this Agreement;
- Contractor's violation of applicable law.

17. Term and Termination

This Agreement begins on the Effective Date and remains in effect until all obligations have been fulfilled unless terminated earlier. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days. Upon termination, TAGT shall pay Contractor only for accepted work completed prior to termination.

All completed Work Product delivered before termination shall remain the property of TAGT.

18. General Provisions

This Agreement constitutes the entire agreement between the Parties. Any amendments must be in writing and signed by both Parties.

This Agreement shall be governed by the laws of the State of Texas. If any provision is determined to be unenforceable, the remaining provisions shall remain in full force and effect.

Neither Party may assign this Agreement without the written consent of the other, except that TAGT may assign this Agreement in connection with a merger, reorganization, or transfer of substantially all of its assets.

EXHIBIT A

Statement of Work

Contractor Name
Mailing Address for Payment
Phone Number

Course Title
Target Audience
Estimated Seat Time

Required Deliverables

There may be additional deliverables identified in course creation, mutually agreed upon by both parties. The deliverables below are required to submit in order for course to be considered complete.

☐ Course Outline
☐ Learning Objectives
☐ Module Content (may include: presentation slides, activities, assessments, additional resources, activities, video, etc.)
☐ Minimum 2 discussion prompts within course modules to be used as part of ongoing discussion in TAGT online community
☐ References for attribution
☐ Promotional Description
☐ Instructor Biography and Headshot

Graphic Production

Contractor is not expected to produce professionally designed graphics. Where visual representations are appropriate, Contractor shall provide the information, data, examples, sketches, or descriptions necessary for TAGT to create graphics that accurately represent the instructional content. If Contractor provides original graphics, TAGT may edit, redesign, or replace them to ensure consistency with TAGT's visual identity, accessibility standards, and learner experience.

All graphics, visual assets, infographics, charts, diagrams, and illustrations created or adapted for the course, whether provided by Contractor or developed by TAGT based on Contractor's content, shall be considered part of the Work Product and owned by TAGT in accordance with this Agreement.

Technical Requirements

- Deliver all materials through the TAGT shared drive.
- Submit editable source files whenever practical.
- Use TAGT templates and branding, when provided.
- Follow the TAGT style guide, where applicable.

Timeline

This timeline may be adjusted during the development of the course as mutually agreed upon by the parties.

Milestone	Due Date
Course Outline Due	
First Draft Due	
TAGT Feedback Returned	
Revised Draft Due	
Final Submission	

Compensation

Initial Course Development Fee: $2000

Contractor Signature

Date: _____

TAGT Representative

Date: _____