

**Midcycle 2010 Proclamation
of the State Board of Education**

PUBLISHER HANDBOOK

February 2009

DRAFT



Texas Education Agency
Austin, Texas

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Midcycle 2010 Proclamation Table of Contents

PUBLISHER HANDBOOK

Midcycle Review and Adoption.....	1
Recent Changes to Statute and State Board of Education Rule.....	5
Statement of Intent to Bid.....	7
Fee.....	9
Pre-Adoption Sample Instructional Materials.....	11
Affidavit of Authorship or Contribution.....	13
Correlation to the Texas Essential Knowledge and Skills.....	15
Manufacturing Standards and Specifications.....	17
State Review Panels.....	19
Certification of Editorial Review.....	21
List of Publisher Corrections.....	23
The Error Review Process.....	25
The Commissioner’s Preliminary Recommendations.....	27
Commissioner’s Final Recommendations.....	29
Public Hearing and Written Comments.....	31
Requirements for the Production of Instructional Materials for the Visually Impaired.....	33
Official Bid Form (Exhibit A).....	35
Publisher’s Intent to Correct.....	37
Ancillary Materials.....	39
Providing Descriptions of Adopted Instructional Materials to School Districts and Open-Enrollment Charter Schools.....	41
Requirements for Register of Contact.....	43
Publisher’s Affidavit of Corrections.....	45
Post-Adoption Corrected Instructional Materials.....	47
State of Texas Official Publisher Contract.....	49
Payments to Publishers.....	51
Depositories.....	53
Back-Ordered Instructional Materials.....	55

APPENDIX

References.....	A-3
Glossary of Terms.....	A-5
Statement of Intent to Bid.....	A-11
Publisher’s List of Corrections.....	A-17
Correlations.....	A-19
State of Texas Official Publisher Contract.....	A-21

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1701 N. Congress Ave., Austin, TX 78701-1494;
phone 512-463-9270 or 512-463-9437;
email: copyrights@tea.state.tx.us.

Midcycle Review and Adoption

Definition and Purpose

The Texas Education Agency (TEA) facilitates and enhances learning by providing leadership and governance for the process by which Instructional Materials are approved for state purchase and by coordinating the requisition and distribution of these instructional materials. The processes managed by the agency ensure that each school district and open-enrollment charter school has the tools necessary to impart learning and that the instructional materials purchased by the state contain the appropriate content necessary to allow students to meet the state's rigorous educational requirements.

Midcycle Overview

House Bill 188—passed by the 80th Texas legislature—includes the establishment of a midcycle review and adoption process. The midcycle process provides publishers and other content providers the opportunity to have their instructional materials reviewed at a time other than prescribed by the traditional adoption cycle. The midcycle review and adoption 2010 will be open for the following subjects: Elementary and Secondary Mathematics, Languages Other than English, Fine Arts, Physical Education, Health, and Technology Applications.

The midcycle review and adoption is not a call for the development of new materials, but an opportunity for publishers to submit existing materials for consideration by the State Board of Education (SBOE). The rules for the midcycle review and adoption process that are distinct from the standard review and adoption process are:

- ▶ The midcycle review and adoption may only include subjects for which textbooks are not currently under review by the Board.
- ▶ To participate in the midcycle review and adoption, textbook publishers are to pay a nonrefundable fee to the Board.
- ▶ The publisher of a textbook submitted for review in midcycle shall enter into a contract with the SBOE for a term that ends at the same time as any contract entered into by the SBOE for another textbook for the same subject and grade level.
- ▶ Instructional materials submitted for review in midcycle are not required to be sampled to education service centers or school districts.
- ▶ The *Statement of Intent to Bid* (SOITB) must include the manner in which textbooks will be provided to school districts including: a) the regional education service center areas to be served, or b) the certain maximum number of textbooks to be provided under the contract.

Samples Publishers are required to provide two sample copies of their instructional materials to the TEA. While not required by the statute, it is recommended that publishers also provide samples to each of the twenty Regional Educational Service Centers. Samples of student and teacher components of instructional materials must be complete as to content and representative of finished format. Electronic materials, including online products, must be representative of the final product and completely functional.

State Review Panels The materials submitted for adoption undergo a full and complete investigation by a state review panel to identify the Texas Essential Knowledge and Skills (TEKS) covered and identify factual errors. These panels are composed of university professors, public school teachers, and other subject matter experts. Individuals are nominated to serve on the panels by SBOE members, school districts and open-enrollment charter schools, educational organizations, and Texas residents. From these nominations, the Commissioner of Education (COE) appoints the panel members with the advice and consent of the SBOE. At the completion of the review, the panels' findings are reported to the COE.

Instructional Materials Lists After considering the evaluations of the state review panel members and TEA staff recommendations, the COE recommends that the instructional materials be placed on either the Conforming list or the Nonconforming list, based on the number of TEKS covered.

Conforming List:

- Meets 100% of the required TEKS
- Is free from factual error
- Meets manufacturing specifications

Nonconforming List:

- Meets at least 50%, but less than 100%, of the required TEKS
- Is free from factual error
- Meets manufacturing specifications

Any materials that do not meet the qualifications of either the Conforming or Nonconforming lists are rejected. The state will pay up to the maximum per-student cost, as defined in the proclamation, for materials on the Conforming List. For materials on the Nonconforming List, the state will pay a percentage of the maximum cost equal to the percentage of TEKS addressed in the materials. Local authorities are responsible for the costs of the instructional materials not covered by the state.

Errors Because submissions for midcycle will be existing materials, the SBOE assumes that the instructional materials submitted for adoption will be error-free. Any publisher of instructional materials that are found to contain errors will have the opportunity to withdraw their materials from consideration or correct the errors before submitting the final products for use in Texas schools.

Public Comment Any resident of Texas may submit written comments about instructional materials submitted for adoption. Copies of written comments will be provided to the SBOE, participating publishers, ESCs, and persons who have filed written requests. Additionally, the SBOE also holds a public hearing to afford citizens the opportunity to provide oral testimony regarding instructional materials submitted for adoption. Representatives of publishing companies may make oral responses to testimony at the hearing.

State Adoption Using the COE's reports and recommendations as a guide, the SBOE determines which materials are adopted (placed on either the Conforming list or Nonconforming list) or rejected. Following the SBOE's action, the TEA sends contract forms to publishers of adopted materials for signature. Contracts signed and returned by the publishers are signed by the chair of the SBOE and attested to by the COE. Original contracts are filed with the TEA.

Special Instructional Materials The TEA contracts for the development of Braille, large type and recorded versions of adopted instructional materials. To facilitate the timely delivery of print instructional materials in accessible formats, publishers submit digital files that conform to the National Instructional Materials Accessibility Standard (NIMAS) to a designated Braille producer following the adoption. After all required corrections and editorial changes have been made to both the print version and the digital files; publishers must also submit updated digital files to the National Instructional Materials Access Center (NIMAC). Publishers of state adopted electronic instructional materials are not required to submit NIMAS files, but are encouraged to comply with the technical standards of the Federal Rehabilitation Act, Section 508.

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Recent Changes to Statute and State Board of Education Rule

Background

House Bill 188—passed by the 80th Texas Legislature in May 2007 and signed by the Governor in June 2007—made several changes to the state’s review and adoption process. Some of these changes have a direct impact on Midcycle 2010 Proclamation, including making several enhancements to the requirements for TEKS coverage. This section provides an overview of the changes that affect Midcycle 2010 Proclamation.

Changes to Statute

There are primarily two amendments to Chapter 31 of the Texas Education Code (TEC) that directly affect Midcycle 2010 Proclamation. These changes impact how the proclamations are named, and update the definition of a conforming textbook to enhance the requirement for TEKS coverage.

Naming Proclamations Changes to TEC §31.022(e) require the State Board of Education (SBOE) to designate proclamations by the school year in which the materials are intended to be made available in the classroom, instead of by the year in which the SBOE releases the proclamation, as was practiced previously. Midcycle 2010 Proclamation is named as such because the materials adopted under this proclamation are scheduled to be implemented in Texas classrooms beginning with the 2010–2011 school year.

TEKS Coverage Changes to TEC §31.023(a) update the definition of a conforming textbook to add that each of the essential knowledge and skills must be covered in the student version as well as the teacher version. Previously, the statute required instructional materials to cover TEKS in only either the student or the teacher version.

Changes to Administrative Rule

To align administrative rule to changes in statute, the SBOE made several amendments to the text of Texas Administrative Code (TAC), Title 19, Chapter 66, some of which will directly affect Midcycle 2010. With these changes, the SBOE has revised the requirements of the proclamation and clarified the responsibilities of the state review panels, altering how proclamations are designated and where and how many times each of the TEKS must be addressed.

Naming Proclamations Changes to 19 TAC, §66.27(a) require the SBOE to designate proclamations by the school year in which the materials are intended to be made available in the classroom, instead of by the year in which the SBOE releases the proclamation, as was practiced previously.

Requirements of the Proclamations Changes to 19 TAC, §66.27(c) mandate that the proclamations require instructional material to cover the TEKS a certain number of times in the student text narrative in addition to end-of-section review exercises, end-of-chapter activities, or unit tests. Language referring to the student text narrative, end-of-section review exercises, end-of-chapter activities, and unit tests was also added to §§66.36 (a)(1), 66.51(a)(10), 66.63(a)(1), and 66.66(c)(1). The language *a certain number of times* grants the SBOE the prerogative to identify certain student expectations that are to be covered more than three times.

State Review Panel Responsibilities Changes to 19 TAC §66.36(a)(1) require the state review panel to evaluate all instructional materials to determine if the TEKS are covered in the student version as well as in the teacher version. The changes also require panel members to evaluate coverage of the TEKS in student text narrative, end-of-section review exercises, end-of-chapter activities, and unit tests. Additionally, 19 TAC §66.36(a)(1)(E) explains that if a TEKS statement has multiple student expectations, at least three examples of each expectation must be evident to ensure sufficient coverage. 19 TAC §66.36(a)(1)(F) adds that TEKS statements are not considered covered if only included in side bars, captions, or one question at the end of a chapter.

The amendments to Chapter 31 of the Texas Education Code were approved by the Texas Legislature in May 2007, signed by the Governor on June 15, 2007, and took effect on June 15, 2007. Amendments to Texas Administrative Code, Title 19, Chapter 66 were approved by the State Board of Education on November 16, 2007 and took effect on December 25, 2007. All requirements of the statutes and administrative rules are in effect for Midcycle 2010 Proclamation.

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Statement of Intent to Bid

Rule

19 TAC §66.22. (c) *A publisher who intends to offer instructional materials for midcycle review shall submit a statement of intent to bid that includes a commitment from the publisher to provide the textbooks to school districts in the manner specified by the publisher, which may include:*

(1) *providing the textbook to any district in a regional education service center area identified by the publisher; or*

(2) *providing a certain maximum number of textbooks specified by the publisher.*

19 TAC §66.48 (a) *Each publisher who intends to offer instructional materials for adoption shall submit a statement of intent to bid and preliminary price information on or before the date specified in the schedule for the adoption process. The statement of intent with preliminary price information shall be accompanied by publisher's data submitted in a form approved by the commissioner of education.*

(c) *If a student or teacher component of a submission consists of more than one item, a publisher shall provide complete and correct titles of each item included in the student and/or teacher component at the time the statement of intent is filed.*

(e) *Additions to a publisher's submission shall not be accepted after the deadline for filing statements of intent, except as allowed in the schedule of adoption activities included in the proclamation. A publisher who wishes to withdraw an instructional materials submission after having filed a statement of intent to bid shall notify the commissioner of education in writing on or before the date specified in the schedule for the adoption process.*

Instructions

Publishers must file a *Statement of Intent to Bid* (SOITB) form for each program and course bid (e.g., a publisher who submits two different programs in the same course must file two SOITBs; a publisher who submits the same program in two different courses must also file two SOITBs.).

The SOITB must include the program name, components, subcomponents, prices and additional information required for midcycle as indicated in the instructions included with the form provided by the Texas Education Agency (TEA). Publishers may download the form and instructions at <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

The TEA will accept only this form as a publisher's official notice of intent to participate in the adoption. Publishers must file two signed copies and one electronic copy. A sample of the SOITB, as well as instructions for completing the form, is provided in the Appendix.

Deadline

Under Midcycle 2010 Proclamation, publishers must file SOITBs by **5:00 P.M. CDT on April 3, 2009**. **Note:** Only those who file SOITBs by the deadline will be allowed to participate in the adoption.

Delivery

Please send all materials to:

Review and Adoption

Division of Instructional Materials and Educational Technology

Texas Education Agency

1701 N. Congress Ave.

Austin, TX 78701-1494

512.463.9601

review.adoption@tea.state.tx.us

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Fee

Rule

19 TAC §66.22 (b) *The SBOE shall establish a fee not to exceed \$10,000 for each textbook submitted for midcycle review.*

Instructions

Publishers are required to pay a nonrefundable fee in order to participate in the midcycle review and adoption. The fee is designed to cover the expenses related to the review of the instructional materials and is based on a sliding scale, such that the cost per bid is determined by the total number of programs submitted for review. The fee scale is provided below.

A program is considered a textbook, or system of instructional materials, intended for a certain subject area and grade level.

Deadline and Delivery

Publishers will be notified of the payment process after all *Statement of Intent to Bid* forms have been received.

Total Number of Bids Submitted by All Participants	Fee Per Bid
1-50	\$ 2,000.00
51-100	\$ 1,825.00
101-150	\$ 1,650.00
151-200	\$ 1,475.00
201-250	\$ 1,300.00
251-300	\$ 1,125.00
301-350	\$ 950.00
351-400	\$ 775.00
401-450	\$ 600.00
451-500	\$ 425.00

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Pre-Adoption Sample Instructional Materials

Rule

- 19 TAC 66.54(a) *Samples of student and teacher components of instructional materials submitted for adoption shall be complete as to content and representative of finished format. Electronic textbooks submitted for adoption, including Internet-based products, must be representative of the final product and completely functional.*
- 19 TAC 66.54(c) *. . . At its discretion, the State Board of Education (SBOE) may remove from consideration any materials proposed for adoption that were not properly deposited with the ESCs, the Texas Education Agency (TEA), or members of the state review panel.*
- 19 TAC 66.54(d) *Two official sample copies of each student and teacher component of an instructional materials submission shall be filed with the TEA on or before the date specified in the schedule for the adoption process. The TEA may request additional samples if they are needed.*
- 19 TAC 66.54(e) *One sample copy of each student and teacher component of an instructional materials submission shall be filed with each member of the appropriate state review panel in accordance with instructions provided by the TEA. To ensure that the evaluations of state review panel members are limited to student and teacher components submitted for adoption, publishers shall not provide ancillary materials or descriptions of ancillary materials to state review panel members. Texas Education Code, §31.002(3), defines a textbook as a book, a system of instructional materials, a combination of a book and supplementary instructional materials that conveys information to the student or otherwise contributes to the learning process, or an electronic textbook.*
- 19 TAC 66.54(i) *Publishers participating in the adoption process are responsible for all expenses incurred by their participation. The state does not guarantee return of sample instructional materials.*
- 19 TAC §66.22(f) *The publisher of a textbook submitted for midcycle review is not required to ship samples to education service centers or school districts as specified in the TEC § 31.027.*

Instructions

Publishers are required to provide two sample copies of their instructional materials to the TEA. While not required by the statute, it is recommended that publishers also provide samples to each of the twenty Regional Educational Service Centers. Samples of student and teacher components of instructional materials must be complete as to content and representative of finished format. Electronic materials, including online products, must be representative of the final product and completely functional.

All samples sent to each entity must contain identical instructional materials. Each box of sample instructional materials should be clearly marked *Sample Instructional Materials: Midcycle 2010 Proclamation*.

Publishers of electronic based instructional content must provide all necessary locator information, user IDs, and passwords to ensure access to their programs throughout the review and adoption process.

Deadline and Delivery

Please see chart below for deadlines and delivery locations.

Deliver to:	Number of Copies	Delivery Location	Deadline
Texas Education Agency	2	Review and Adoption Instructional Materials and Educational Technology Texas Education Agency 1701 North Congress Ave, Room 3-110 Austin, Texas 78701-1494	August 7, 2009 by 5:00 P.M. CDT
Education Service Centers	Optional	A list of education service centers and their contacts is available in the Appendix.	
State Review Panel Members	TBD	Publishers will be notified where to send sample materials.	TBD

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Affidavit of Authorship or Contribution

Rule

19 TAC §66.51(7) *Publishers shall submit to the TEA a signed affidavit certifying that each individual whose name is listed as an author or contributor of a textbook contributed to the development of the textbook. The affidavit shall also state in general terms each author's involvement in the development of the textbook.*

Instructions

Publishers must file a signed and notarized *Affidavit of Authorship or Contribution* form for each instructional materials program submitted for adoption. For identical programs submitted for more than one course, only one *Affidavit of Authorship or Contribution* is required.

Publishers must submit a separate affidavit for each program. For example, a publisher who submits one program for each grade level, K–5 English and K–5 Spanish, would complete 12 separate affidavits.

Affidavit of Authorship or Contribution forms are available on the Texas Education Agency (TEA) website at: <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Deadline

Under Midcycle 2010 Proclamation, publishers must submit *Affidavit(s) of Authorship or Contribution* before **5:00 P.M. CDT on August 7, 2009**.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

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Correlation to the Texas Essential Knowledge and Skills

Rule

19 TAC §66.51(a) (10) *On or before the deadline established in the schedule of adoption procedures, publishers shall submit correlations of instructional materials submitted for adoption with essential knowledge and skills required by the proclamation. These correlations shall include essential knowledge and skills covered in the student text narrative in addition to end-of-section review exercises, end-of-chapter activities, or unit tests as required in the proclamation. Correlations shall be submitted in a format approved by the commissioner of education.*

Instructions

Publishers must provide correlations to the Texas Education Agency (TEA) for each program they submit for adoption. The correlations must be in the format approved by the Commissioner of Education. Publishers may download the approved forms from

<http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

The correlations should cite occasions in the submitted materials where each Texas Essential Knowledge and Skills (TEKS) is addressed. The breakout documents provided by the TEA will indicate how many times each expectation should be addressed, as well as if coverage should appear only in teacher materials or in both student and teacher materials.

Publishers must submit two completed printed correlations and one electronic version to the TEA.

A sample of the correlation instrument, as well as instructions for completing the form, will be provided at a later date.

Deadline

Under Midcycle 2010 Proclamation, publishers must file correlations by **5:00 P.M. CDT on August 7, 2009**.

Delivery

Please send all materials intended for the TEA to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

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Manufacturing Standards and Specifications

Rule

- 19 TAC §66.7(a) *Instructional materials adopted by the State Board of Education (SBOE) shall comply with the standards in the latest edition of Manufacturing Standards and Specifications for Textbooks approved by the national Advisory Commission on Textbook Specifications. If it is determined that good cause exists, the commissioner of education may recommend that the SBOE grant an exception to this requirement.*
- 19 TAC §66.7(b) *If no standards exist for a particular media submitted for adoption, the instructional material is eligible for adoption.*
- 19 TAC §66.7(c) *A publisher shall file a statement certifying instructional materials submitted for consideration will meet minimum manufacturing standards if adopted. Each statement must be made on a form provided by the commissioner of education, signed by a company official, and filed on or before the deadline specified in the schedule for the adoption process.*
- 19 TAC §66.7(d) *If, during the contract period, the commissioner of education determines that any adopted instructional materials have faulty manufacturing characteristics or are made of inferior materials, the materials shall be replaced by the publisher without cost to the state.*

Instructions

Publishers must ensure that all instructional materials comply with the standards set forth in the latest edition of *Manufacturing Standards and Specifications for Textbooks* (MSST) developed by the National Association of State Textbook Administrators (NASTA). To get a copy of the MSST, please visit www.bmibook.org.

To certify that all materials meet minimum manufacturing standards, publishers must submit the following forms:

Print Programs: *Form B & Warranty* must be submitted for each student component in a program. It is not necessary to complete a form for teacher's editions.

Electronic Media: *Form M & Warranty* must be submitted for each piece of electronic media. It is not necessary to complete a form for teacher's editions.

All forms are available on the Texas Education Agency (TEA) website at <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Deadline

Publishers must submit forms by **5:00 P.M. CDT on August 7, 2009**.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

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State Review Panels

Rule

- 19 TAC §66.33(a) *The commissioner of education shall: determine the number of review panels needed to review instructional materials under consideration for adoption, determine the number of persons to serve on each panel, and determine the criteria for selecting panel members...*
- 19 TAC §66.45(a) *State review panel members shall observe a no-contact period that shall begin with the initial communication regarding possible appointment to a state review panel and end after recommendations have been made to the commissioner of education . . . During this period, state review panel members shall not be contacted either directly or indirectly by any person having an interest in the adoption process regarding content of instructional materials under evaluation by the panel...*
- 19 TAC §66.54(e) *One sample copy of each student and teacher component of an instructional materials submission shall be filed with each member of the appropriate state review panel in accordance with instructions provided by the TEA. To ensure that the evaluations of state review panel members are limited to student and teacher components submitted for adoption, publishers shall not provide ancillary materials or descriptions of ancillary materials to state review panel members. Texas Education Code, §31.002(3), defines a textbook as a book, a system of instructional materials, a combination of a book and supplementary instructional materials that conveys information to the student or otherwise contributes to the learning process, or an electronic textbook.*

Instructions

The Commissioner of Education (COE) will appoint a state review panel to perform a full and complete investigation of the instructional materials submitted for adoption. Usually, three to five panel members will review each submission. Panel members will use State Board of Education (SBOE) approved procedures for evaluating coverage of the Texas Essential Knowledge and Skills (TEKS). The Commissioner's recommendation that the instructional materials under consideration be placed on the Conforming list, placed on the Nonconforming list, or rejected, is based primarily on the findings of this state review panel.

The Texas Education Agency (TEA) encourages publishers, including members of their editorial staff, to attend the panel review meetings. Publishers may be asked to respond to questions about their submission. Publishers must not contact, directly or indirectly, any person who has been appointed to serve on the state review panel, or is being considered for appointment to the state review panel. This "no-contact" period begins with the TEA's initial communication to prospective panel review members regarding a possible appointment and ends after the SBOE adopts the instructional materials.

Deadline and Delivery

Publishers must provide copies of instructional materials, along with a hard copy of the correlation citing where in the submitted materials where each TEKS is addressed. Publishers may provide only those items listed on the *Statement of Intent to Bid* (SOITB). No letters, promotional brochures, business cards, ancillaries, or other materials are permitted at the state panel review meetings. The TEA will provide detailed instructions regarding the delivery time and location for these materials.

The meetings are tentatively planned for **October 2009**.

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Certification of Editorial Review

Rule

19 TAC §66.54(g) *A publisher shall provide a list of all corrections necessary to each student and teacher component of an instructional materials submission. The list must be in a format designated by the commissioner of education and filed on or before the deadline specified in the schedule for the adoption process. If no corrections are necessary, the publisher shall file a letter stating this on or before the deadline in the schedule for submitting the list of corrections. On or before the deadline for submitting lists of corrections, publishers shall submit certification that all instructional materials have been edited for accuracy, content, and compliance with requirements of the proclamation.*

Instructions

Publishers must submit a *Publisher's Certification of Editorial Review* affirming that their instructional materials have been edited for accuracy, content, and compliance with requirements of the proclamation.

Publishers will submit one signed print copy and one electronic version for each instructional materials bid.

Publisher's Certification of Editorial Review forms are available on the Texas Education Agency (TEA) website at: <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Deadline

Under Midcycle 2010 Proclamation, publishers are required to file *Publisher's Certification of Editorial Review* by **5:00 P.M. CDT on October 30, 2009**.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

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List of Publisher Corrections

Rule

19 TAC §66.54(g) *A publisher shall provide a list of all corrections necessary to each student and teacher component of an instructional materials submission. The list must be in a format designated by the commissioner of education and filed on or before the deadline specified in the schedule for the adoption process. If no corrections are necessary, the publisher shall file a letter stating this on or before the deadline in the schedule for submitting the list of corrections. On or before the deadline for submitting lists of corrections, publishers shall submit certification that all instructional materials have been edited for accuracy, content, and compliance with requirements of the proclamation.*

Instructions

Because submissions for midcycle will be existing materials, the State Board of Education (SBOE) assumes that the instructional materials submitted for adoption will be error-free. Any publisher of instructional materials that are found to contain errors will have the opportunity to withdraw their materials from consideration or correct the errors before submitting the final products for use in Texas schools.

If errors are present, publishers must provide one list of all corrections necessary for each instructional material bid they submit for adoption. The list must include changes (both factual errors and editorial changes) that the publisher intends to make to the materials prior to submission of the corrected copies.

The publisher must complete an *Identification of Error and Changes by Publisher* form of all corrections necessary for each instructional material bid they submit for adoption. This form must be submitted to TEA and must include changes (both factual errors and editorial changes) that the publisher intends to make to the materials. A publisher who believes that no corrections are necessary must submit a letter—in both print and electronic form—stating such to the TEA.

No corrections can be made to the materials after the state review panel meetings without permission from either the SBOE or the Commissioner of Education (COE).

A sample of the *Identification of Error and Changes by Publisher*, as well as instructions for completing the form, will be available at a later date.

Deadline

The deadline for the *Identification of Error and Changes by Publisher* form will be determined at a later date.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

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The Error Review Process

Rule

19 TAC §66.63(a). *The commissioner of education shall review all instructional materials submitted for consideration for adoption. The commissioner's review shall include the following:*

(3) *recommended corrections of factual errors identified by state review panels;*

19 TAC §66.63(d) *The commissioner of education shall submit for SBOE approval a report on corrections of factual errors that should be required in instructional materials submitted for consideration. The report on recommended corrections shall be sent to the SBOE, affected publishers, regional education service centers (ESCs), and other persons, such as braillists, needing immediate access to the information. The commissioner shall obtain written confirmation from publishers that they would be willing to make all identified corrections should they be required by the SBOE.*

Instructions

If any errors are discovered the instructional materials submitted for adoption, the Commissioner of Education (COE) will issue the *Report of the Commissioner of Education Concerning Required Corrections of Factual Errors*, listing all factual errors that must be corrected in the instructional materials under consideration for adoption. The COE will release the report to the State Board of Education (SBOE), affected publishers, each of the 20 regional Education Service Centers (ESCs), and other persons, such as Braillists, needing immediate access to the information.

The report is typically compiled from the errors found by the state review panels, those reported by the publishers (who are required to disclose all known factual errors), and any reported to the Texas Education Agency (TEA) by the public. Publishers will have an opportunity to review and dispute the errors reported by the state review panels and the public before these errors are included in the final report.

Each publisher must submit a form indicating their intent to correct all errors in their materials included on the *Report of the Commissioner of Education Concerning Required Corrections of Factual Errors*.

Publishers must correct all factual errors and provide an affidavit attesting that they have done so prior to submitting the corrected copies to the TEA in advance of sending the materials to schools.

Upon receiving the corrected copies, the TEA will oversee an audit of the materials to confirm that all known factual errors have been corrected. The TEA will report any uncorrected errors to the SBOE, whom may assess penalties.

DRAFT

The Commissioner's Preliminary Recommendations

Rule

- 19 TAC §66.63(a) *The commissioner of education shall review all instructional materials submitted for consideration for adoption. The commissioner's review shall include the following:*
- (1) evaluations of instructional materials prepared by state review panel members, including recommendations that instructional materials be: placed on the conforming list, placed on the nonconforming list, or rejected (To be conforming, instructional materials must cover all essential knowledge and skills as required by the proclamation in the student text narrative in addition to end-of-section review exercises, end-of-chapter activities, or unit tests.);*
 - (2) compliance with established manufacturing standards and specifications;*
 - (3) recommended corrections of factual errors identified by state review panels;*
 - (4) prices of instructional materials submitted for adoption; and*
 - (5) whether instructional materials are offered by a publisher who refuses to rebid instructional materials according to §66.24 of this title (relating to Review and Renewal of Contracts).*
- (b) Based on the review specified in subsection (a) of this section, the commissioner of education shall prepare preliminary recommendations that instructional materials under consideration be: placed on the conforming list, placed on the nonconforming list, or rejected. According to the schedule for the adoption process, a publisher shall be given an opportunity for a show-cause hearing if the publisher elects to protest the commissioner's preliminary recommendation.*

Instructions

In October 2009, the Commissioner of Education (COE) will issue preliminary recommendations, based on the recommendations of the state review panels, that each instructional material be placed on the Conforming List, Nonconforming List, or rejected. After reviewing the reports, publishers may (1) agree with the recommendations, (2) disagree with the recommendations and provide documentation of coverage of Texas Essential Knowledge and Skills (TEKS) in the original submission, (3) submit new content to cover TEKS considered not addressed in the original submission, or (4) any combination of the previous options. During the state review panel meeting, Texas Education Agency (TEA) staff will distribute detailed instructions regarding submitting new content. If the publisher is still not satisfied with the ensuing preliminary recommendation, the publisher may request a show-cause hearing.

Deadline

Under Midcycle 2010 Proclamation, the deadline for publishers to submit new content to address missing TEKS or documentation disputing the findings of the state review panels is 10 working days following distribution of the preliminary report to publishers. The deadline for publishers to file a request for a show-cause hearing is **5:00 P.M. CST on November 6, 2009.**

Delivery

Please send all materials to:

Review and Adoption

Division of Instructional Materials and Educational Technology

Texas Education Agency

1701 N. Congress Ave.

Austin, TX 78701-1494

512.463.9601

review.adoption@tea.state.tx.us

DRAFT

Commissioner's Final Recommendations

Rule

19 TAC §66.6 (c) The commissioner of education shall submit to the State Board of Education (SBOE) final recommendations that instructional materials under consideration be: placed on the conforming list, placed on the nonconforming list, or rejected.

Background

On December 18, 2009, the Commissioner of Education (COE) will issue the final recommendations that instructional materials be placed on the Conforming list, placed on the Nonconforming list, or rejected. The final recommendations are based on all information compiled during the evaluation process: original evaluations and recommendations by state review panel members, public comments, documentation provided by publishers to indicate coverage of the Texas Essential Knowledge and Skills (TEKS) in original submissions, evaluations of new content submitted after the preliminary report, and results of show-cause hearings. The State Board of Education (SBOE) will consider the commissioner's final recommendations at their January 2009 meeting. The SBOE is expected to adopt all or some portion of the materials listed on the final recommendation report.

DRAFT

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Public Hearing and Written Comments

Rule

- 19 TAC §66.60(a). (1) Any resident of Texas may submit written comments for, against, or about any instructional materials submitted for adoption.
- (2) Written comments and lists of factual errors shall be submitted to the commissioner of education on or before the deadlines specified in the schedule for the adoption process.
- (3) Copies of written comments and lists of factual errors shall be provided to the State Board of Education (SBOE), participating publishers, regional education service centers (ESCs), and persons who have filed written requests.
- 19 TAC §66.60(b) (1) Testimony at the hearing shall be accepted from Texas residents and non-residents with priority given to Texas residents. Copies of speeches made at the hearing may be distributed to SBOE members. No other written material may be distributed during the hearings. Persons who wish to testify must notify the commissioner of education on or before the date specified in the schedule for the adoption process. The notice must identify the subject areas and titles about which testimony will be presented. The SBOE may limit the time available for each person to testify.
- (2) Oral responses to testimony at the hearing may be made by official representatives of publishing companies who have requested time to present responses on or before the date specified in the schedule for the adoption process.
- (3) The commissioner of education shall have a complete record of the hearing made and transcribed. The transcript of the hearing shall be provided to the SBOE, ESCs, participating publishers, and persons who have filed written requests. The official record shall be held open for 14 calendar days after the close of the hearings. During this period, any person who participated in a hearing before the SBOE and any official representative of a publishing company may submit a written response to written comments and/or oral testimony presented at the hearing.
- (4) Within 10 days after the record is closed, the commissioner shall send copies of responses to written and/or oral testimony to members of the SBOE, ESCs, participating publishers, and persons who have filed written requests.
- 19 TAC §66.60 (c) Public comment on instructional materials not adopted on schedule. Public comment on instructional materials not adopted by the SBOE on the specified in the schedule for the adoption process shall be accepted according to the SBOE Operating Rules, §2.10 (relating to Public Testimony).

Instructions

The State Board of Education (SBOE) permits the public to submit written comments regarding any instructional materials submitted for adoption. Written comments may include factual errors found in the instructional materials, which could become part of the *Report of the Commissioner of Education Concerning Required Corrections of Factual Errors*.

The SBOE will also hold a hearing at which members of the public may provide oral testimony regarding any instructional materials submitted for adoption. Publishers may provide responses to public testimony at this hearing. The hearing will be transcribed, and the official transcribed record, along with the official record of written comments, will be held open for 14 calendar days following the close of the November 2009 SBOE meeting. During this period, publishers may submit a written response to the oral testimony and/or written comments presented to the SBOE.

The official transcribed record and the official record of written comments will be available on the Instructional Materials and Educational Technology Division (IMET) web page of the Texas Education Agency (TEA) website.

Deadline

Interested citizens are to submit written comments by November 6, 2009. Members of the public and publishers who would like to provide oral testimony must request to appear prior to the November 2009 meeting. Publishers have 14 calendar days after the close of the SBOE meeting to file responses to public written comments or oral testimony.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

DRAFT

Requirements for the Production of Instructional Materials for the Visually Impaired

Rule

19 TAC §66.121(b) *Publishers shall grant permission to the state to have adopted instructional materials transcribed into Braille, large type, and audiotape without penalty or royalty.*

19 TAC §66.121(c) *On or before the deadline specified in the schedule for the adoption process, each publisher of newly adopted instructional materials shall provide computerized files as specified in the proclamation to be used for producing Braille or other versions of materials to be used by students with disabilities. All information contained in adopted instructional materials shall be included on the computerized files. Computerized files may be copied and distributed to a school district, upon request, for instructional use with a student with disabilities who requires the use of computerized instructional materials, pursuant to an individualized plan developed for the student under the Rehabilitation Act, §504; the Americans with Disabilities Act; or the Individuals with Disabilities Education Act.*

Instructions

Every publisher of print material adopted under Midcycle 2010 Proclamation must provide electronic files of their adopted programs to facilitate the production of Braille versions. The electronic files must conform to the National Instructional Materials Accessibility Standard (NIMAS), the purpose of which is to help increase the availability and timely delivery of print instructional materials in accessible formats to blind or other persons with print disabilities in elementary and secondary schools. The *NIMAS 1.1 The Technical Standard* can be found at http://nimas.cast.org/about/proposal/spec-v1_1_anno.

New publishers should email nimac@aph.org to request a publisher account. The National Instructional Materials Access Center (NIMAC) will provide instructions regarding how to set up an account, as well as complete documentation regarding submission procedures and how to prepare metadata correctly. A new publisher may be required to provide a sample NIMAS file to the NIMAC for review before they establish an account for the publisher. Specific information and resources for publishers, including a list of frequently asked questions (FAQ), can be found at the NIMAC web site: <http://www.nimac.us/publishers.html>.

Additionally, publishers of *electronic* instructional materials adopted under Midcycle 2010 Proclamation are encouraged to offer these programs in an accessible format in accordance with the technical standards of the Federal Rehabilitation Act, Section 508. www.Section508.gov

Deadline

Publishers must provide the contact information of the production manager, or other individual responsible for the production of textbooks submitted for adoption, by **5:00 P.M. CST on November 6, 2009**. In addition, publishers must submit a test file and associated print pages by **5:00 P.M. CST on December 18, 2009**.

Following the SBOE's adoption of instructional materials at the January 2010 meeting, publishers must provide three copies of the corrected adopted student materials, one copy of the digital files and a screen shot from the publisher's copy of the NIMAC Validation Wizard showing that the file has successfully passed validation with "0 errors, 0 warnings" for both the XML file and OPF file by **5:00 P.M. CST on February 5, 2010**. The Texas Education Agency (TEA) and the NIMAC will coordinate to ensure that a final corrected file is uploaded to the NIMAC.

Delivery

Please send all materials to:

Pat Hatcher
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
(512) 463-9832
pat.hatcher@tea.state.tx.us

DRAFT

Official Bid Form (Exhibit A)

Rule

- 19 TAC §66.51(a)(2) *The official bid price of an instructional material submission may exceed the price included with the statement of intent to bid filed under §66.48 of this title (relating to Statement of Intent to Bid Instructional Materials).*
- 19 TAC §66.51(a)(3) *A teacher's component submitted to accompany student instructional materials under consideration for adoption shall be part of the publisher's official bid and shall be provided for the duration of the original contract and any contract extensions at no cost to the school district or open-enrollment charter school as specified in the publisher's bid.*
- 19 TAC §66.51(a)(4) *Under the Texas Education Code, §31.025, the official bid price for an instructional material submission may exceed the maximum cost to the state that is established in the proclamation. The state shall only be responsible for payment to the publisher in an amount equal to the maximum cost. A school district ordering instructional materials is responsible for the portion of the cost that exceeds the state maximum.*
- 19 TAC §66.51(a)(5) *Any discounts offered for volume purchases of adopted instructional materials shall be included in price information submitted with statement of intent to bid and in the official bid.*
- 19 TAC §66.51(a)(6) *The official bid filed by a publisher shall include separate prices for each item included in an instructional material submission. The publisher shall guarantee that individual items included in the student and/or teacher component shall be available for local purchase at the individual prices listed for the entire contract period. (Individual component prices are listed to show school districts the replacement costs of components and not to reflect publisher's bid prices for these components.)*
- 19 TAC §66.51(a)(9) *Student materials offered for adoption may include consumable components in subjects and grade levels in which consumable are not specifically called for in the proclamation. In such cases, publishers must meet the following conditions.*
- (A) The per student price of the materials must include the cost of the replacement copies of consumable student components for the full term of the adoption and contract, including any extensions of the contract terms, but for no more than nine years. The offer must be set forth in the publisher's official bid.*
- (B) The publisher's official bid shall contain clear explanation of the terms of the sale, including the publisher's agreement to supply consumable student materials for the duration of the contract and extensions as noted in subparagraph (A) of this paragraph.*
- 19 TAC §66.66(a) *Publishers shall file three copies of the official bid form with the commissioner of education according to the schedule for the adoption process.*

Background

By submitting the Official Bid Form (Exhibit A), a publisher is making an offer to provide specific instructional materials to the state of Texas at a fixed price. The Official Bid Form will become Exhibit A of the Official Texas Instructional Materials Contract.

Instructions

Prior to the deadline for submitting the forms, the Division of Instructional Materials and Educational Technology (IMET) will provide individualized Official Bid Forms to publishers electronically. Publishers may make any changes to components prices if needed. No other changes to the form will be permitted.

Each publisher participating in the adoption must submit three signed copies of the Official Bid Form (Exhibit A) for each program. Each copy must contain original signatures.

Deadline

Under Midcycle 2010 Proclamation, publishers must submit the Official Bid Forms (Exhibit A) by **5:00 P.M. CST on December 4, 2009.**

Delivery

Please send all materials to:

Review and Adoption

Division of Instructional Materials and Educational Technology

Texas Education Agency

1701 N. Congress Ave.

Austin, TX 78701-1494

512.463.9601

review.adoption@tea.state.tx.us

DRAFT

Publisher's Intent to Correct

Rule

19 TAC §66.63(a) *The commissioner of education shall review all instructional materials submitted for consideration for adoption. The commissioner's review shall include the following:*

(3) *recommended corrections of factual errors identified by state review panels;*

19 TAC §66.63(d) *The commissioner of education shall submit for SBOE approval a report on corrections of factual errors that should be required in instructional materials submitted for consideration. The report on recommended corrections shall be sent to the SBOE, affected publishers, regional education service centers (ESCs), and other persons, such as braillists, needing immediate access to the information. The commissioner shall obtain written confirmation from publishers that they would be willing to make all identified corrections should they be required by the SBOE.*

Background

If any errors are discovered in the instructional materials submitted for adoption, the Commissioner of Education (COE) will issue the *Report of the Commissioner of Education Concerning Required Corrections of Factual Errors*, listing all factual errors discovered in the instructional materials considered for adoption. For the materials adopted by the State Board of Education (SBOE), errors in the final version of this report must be corrected as a condition of adoption.

Instructions

Publishers must file written confirmation of their intent to make all corrections listed in the COE's report as required by the SBOE. Publishers will provide this confirmation via the *Publisher's Confirmation of Intent to Correct* form provided by the Texas Education Agency (TEA).

Intent to Correct forms are available on the TEA website at <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Deadline

The deadline for the *Publisher's Confirmation of Intent to Correct* form will be determined if necessary.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

DRAFT

Ancillary Materials

Rule

- 19 TAC §66.69. (a) *"Ancillary materials" are defined by the Texas Education Agency (TEA) as materials that are not listed on the publisher's intent to bid statement but which the publisher plans to provide to districts and open-enrollment charter schools free with their order. A publisher of adopted instructional materials shall provide any ancillary item free of charge or at the same price discount to the same extent that the publisher provides the item free of charge or at a price discount to any state, public school, or school district in the United States. Free or discounted price ancillary items will be distributed equitably to all school districts and open-enrollment charter schools regardless of size. The title of each ancillary item that a publisher will make available to school districts and open-enrollment charter schools at no charge and the ratio at which each item shall be supplied shall be filed with the TEA according to the schedule contained in the proclamation. A publisher must notify TEA of any ancillaries provided to school districts and open-enrollment charter schools that are not listed with TEA. All packages of ancillary materials shipped to school districts and open-enrollment charter schools shall be labeled, "Ancillary Materials -- Not Reviewed by the State Board of Education."*
- 19 TAC §66.69. (b) *Designated ancillaries shall be made available to the State Board of Education (SBOE) upon request. Individual SBOE members are not authorized to act on behalf of the SBOE in requesting and making changes to supplemental or ancillary materials.*

Instructions

A publisher who provides ancillary material to any state, public school, or school district in the United States must provide the same materials in the same ratio to all districts in Texas who order the associated program. Each publisher is required to submit a list of these ancillary materials to the Texas Education Agency (TEA) and must notify the TEA of any changes to the list. The list must be comprehensive and include the ratios at which each item will be supplied. Publishers are prohibited from giving away items not included in the ancillary list.

Publishers must label all packages of ancillary materials shipped to school districts and open enrollment charter schools: *Ancillary Materials – Not Reviewed by the State Board of Education.*

Deadline

Under Midcycle 2010 Proclamation, publishers must submit the lists of ancillary materials by **5:00 P.M. CST on December 4, 2009.**

Delivery

Please send all materials intended for the TEA to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
(512) 463-9601
review.adoption@tea.state.tx.us

DRAFT

Providing Descriptions of Adopted Instructional Materials to School Districts and Open-Enrollment Charter Schools

Rule

19 TAC §66.101(a) A publisher shall provide each school district and open-enrollment charter school with information that fully describes adopted instructional material. Descriptive information provided to each school district or open-enrollment charter school shall be identical.

Instructions

Publishers must provide descriptions of their adopted instructional materials to each school district and open-enrollment charter school. The information must include a comprehensive list of ancillary materials that will be provided and the ratios at which they will be provided.

The Texas Education Agency (TEA) does not prescribe a specific format for the description other than requiring that identical information be provided to each school district and open-enrollment charter school.

Deadline

Under Midcycle 2010 proclamation, publishers must provide the descriptions by **5:00 P.M. CST on February 5, 2010.**

Delivery

Please contact the individual districts for delivery requirements.

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Requirements for Register of Contact

Rule

- 19 TAC §66.4(a) *A register shall be kept by the commissioner of education and appropriate staff of the Texas Education Agency (TEA) to record: all personal contacts with publishers, their representatives, agents, authors, consultants, editors, depositories, or any other person who has received or expects to receive any money, thing of value, or financial benefit for an appearance; or contact regarding any instructional materials submitted and being considered for SBOE approval.*
- 19 TAC §66.4(b) *Publishers shall file with the commissioner of education, on or before a date specified in the schedule for the adoption process, a register indicating all visits, meetings, or contacts with SBOE members, including the date, time, location, and purpose of the communication.*

Instructions

Law requires all state agencies to maintain a record of in-person contacts made with an employee of a state agency on behalf of any individual, firm, partnership, corporation, or association about a matter before that agency. The Division of Instructional Materials and Educational Technology (IMET) maintains a ledger in the reception area for publishers to record visits with IMET staff.

Additionally, publishers must complete a *Register of Contact* form to record all contact with members of the State Board of Education (SBOE). Publishers must disclose the time, date, location and purpose for each communication with a member of the SBOE.

All publishers participating in the adoption must submit this form. Publishers who have not had contact with an SBOE member should indicate so by checking the appropriate box on the form.

Register of Contact forms are available on the Texas Education Agency (TEA) website at <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Deadline

Under Midcycle 2010 Proclamation, publishers must submit completed *Register of Contact* forms before **5:00 P.M. CST on February 12, 2010**.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
(512) 463-9601
review.adoption@tea.state.tx.us

DRAFT

Publisher's Affidavit of Corrections

Rule

19 TAC §66.54 (b) *Two complete sample copies of each student and teacher component of adopted instructional materials that incorporate all corrections required by the SBOE shall be filed with the commissioner of education on or before the date specified in the schedule for the adoption process. In addition, each publisher shall file an affidavit signed by an official of the company verifying that all corrections required by the commissioner of education and SBOE have been made. Corrected samples shall be identical to materials that will be provided to school districts after purchase.*

Instructions

For any errors that are discovered in instructional materials submitted for adoption, publishers must file a signed and notarized affidavit verifying that all corrections included in the *Commissioner's Report Concerning Required Corrections* have been made.

Publishers must complete a separate affidavit for each instructional material bid. For example, a publisher who submits one program for each grade level K–5 English and K–5 Spanish, would complete 12 separate affidavits. Publishers that have no required corrections must submit one letter to that effect per instructional materials bid.

Affidavit of Correction forms are available on the Texas Education Agency (TEA) website at: <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Deadline

The deadline for the *Affidavit of Correction* forms will be determined if necessary.

Delivery

Please send all materials to:

Review and Adoption
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9601
review.adoption@tea.state.tx.us

DRAFT

Post-Adoption Corrected Instructional Materials

Rule

19 TAC §66.54 (b) *Two complete sample copies of each student and teacher component of adopted instructional materials that incorporate all corrections required by the SBOE shall be filed with the commissioner of education on or before the date specified in the schedule for the adoption process. In addition, each publisher shall file an affidavit signed by an official of the company verifying that all corrections required by the commissioner of education and SBOE have been made. Corrected samples shall be identical to materials that will be provided to school districts after purchase.*

Instructions

If any errors are discovered in the instructional materials, publishers must submit corrected copies of all adopted instructional components prior to sending adopted instructional materials to schools for classroom use. These corrected copies must be sent to the Texas Education Agency (TEA). These corrected instructional materials must incorporate all corrections required by the State Board of Education (SBOE) as a result of the review process and must be identical to materials that will be provided to school districts after purchase.

Each box of corrected instructional materials sent to the TEA should be clearly marked: *Corrected Copies: Midcycle 2010 Proclamation.*

Publishers of online instructional materials must provide the appropriate information, such as locator information and passwords, required to ensure access to their programs.

The TEA may also require publishers to send corrected copies of their adopted instructional materials to contracted reviewers, members of the SBOE, and others. The TEA will provide delivery instructions and deadlines for each individual request.

Deadline and Delivery

Please see chart below for deadlines and delivery locations.

Deliver to:	Number of Copies	Delivery Location	Deadline
Texas Education Agency	2	Review and Adoption Instructional Materials and Educational Technology Texas Education Agency 1701 North Congress Ave, Room 3-110 Austin, Texas 78701-1494	The deadline for corrected copies will be determined if necessary.
Education Service Centers	Optional	A list of education service centers and their contacts is available in the Appendix.	
School Districts or Open-Enrollment Charter Schools	Optional	Publishers will be notified where to send sample materials.	

DRAFT

State of Texas Official Publisher Contract

Rule

- 19 TAC §66.24(c) *Publishers awarded new contracts shall be prepared to make the adopted instructional materials available for at least one extended contract period of not more than four years at prices the commissioner of education approves. The SBOE may consider refusing to award future contracts to a publisher who, after receiving written notice to do so, refuses to rebid instructional materials at least one time. Failure of a publisher to negotiate an acceptable price for an extended contract shall not be considered failure to rebid instructional materials.*
- 19 TAC §66.72(a) *The state contract form shall not be changed or modified without approval of the Texas Education Agency's (TEA) legal counsel.*
- 19 TAC §66.72(b) *Contract forms shall be sent to the publishers for signature. Signed contracts returned by the publishers shall be signed by the chair of the State Board of Education (SBOE) and attested to by the commissioner of education. Properly signed and attested contracts shall be filed with the TEA.*

Instructions

Following the January 2010 meeting, the State Board of Education (SBOE) will offer a contract to each publisher of adopted instructional materials for a term that ends at the same time as a contract entered into by the SBOE for another textbook for the same subject and grade level.

Each publisher will receive one contract that covers all of their adopted programs. The contract will provide for the purchase or licensing of adopted instructional materials at a fixed price. The price is determined by the *Official Bid Form (Exhibit A)* and may not be higher than the lowest price offered to any other state, school, or school district. Publishers must agree to the terms of the contract in order for the state to purchase their materials.

The contracts must be signed by an authorized representative, and publishers must provide proof of the signer's authority when returning the contract. Signed and returned contracts will be signed by the Chair of the SBOE and attested to by the Commissioner of Education (COE). Original contracts are filed with the Texas Education Agency (TEA); official copies will be sent to publishers.

To ensure that the TEA has the correct company information for the contracts, all publishers of adopted instructional materials must also submit an updated *Request for Publisher Information* form.

A sample of the *State of Texas Official Publisher Contract* is provided in the Appendix.

Deadline

Publishers must return the signed contract within 10 calendar days of the date on the cover letter.

Delivery

Please send all materials to:

Review and Adoption

Division of Instructional Materials and Educational Technology

Texas Education Agency

1701 N. Congress Ave.

Austin, TX 78701-1494

512.463.9601

review.adoption@tea.state.tx.us

DRAFT

Payments to Publishers

Rule

19 TAC §66.78(e) *Payments from the Texas Education Agency (TEA) for adopted instructional materials shall be made directly to the publisher or to any agent or trustee designated in writing by the publisher.*

Background

In order to process payments for instructional materials, the State of Texas must have specific information, such as Tax Identification Numbers and routing numbers for financial institutions, to establish the requisite entries in both EMAT (Electronic Materials and Textbooks) and ISAS (Integrated Statewide Administrative System). This information is required to conduct business with the State of Texas.

Instructions

Following the January 2010 State Board of Education (SBOE) meeting, the Texas Education Agency (TEA) will contact each publisher of adopted instructional material to coordinate the submission of information. Upon request, the TEA will also provide instructions for obtaining detailed information regarding each subsequent payment.

Promptly notify the TEA of any changes in the information provided to establish payments; this includes organizational name changes, mergers or divestitures, or change in financial institution. Please provide the TEA with at least 45-60 days' notice when closing an account to which payments are made.

Contact

For information about payments to publishers, please contact:

Pat Pinkston
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9608
pat.pinkston@tea.state.tx.us

DRAFT

Depositories

Rule

- 19 TAC §66.78(a) *Under the Texas Education Code, §31.151, each publisher of adopted instructional materials is required to maintain a depository in this state or arrange with a depository in this state to receive and fill orders for textbooks. Publishers whose products are delivered on-line or are warehoused and shipped from a facility less than 300 miles from the Texas border are not required to maintain a depository in Texas. Publishers who do not maintain a depository in Texas in accordance with TEC §31.151 must deliver textbooks to a school district or open-enrollment charter school without a delivery charge to the school district, open-enrollment charter school, or state.*
- 19 TAC §66.68(e) *Payments from the Texas Education Agency (TEA) for adopted instructional materials shall be made directly to the publisher or to any agent or trustee designated in writing by the publisher.*
- 19 TAC §66.78(f) *Any publisher, at its discretion, and at least 60 days after notifying the TEA in writing, may change from one depository to another approved depository, except with respect to newly adopted instructional materials in the first year of adoption, when at least 120 days written notice to the TEA is required.*
- 19 TAC §66.78(g) *Any request to establish a new depository shall be submitted to the commissioner of education by September 1. The effective date for any new depository shall be April 1 of the year following approval. Each party requesting authority to establish a new depository shall:*
- (1) present evidence of financial viability adequate to ensure performance of obligations under all contracts on an annual basis;*
 - (2) provide specifications for the warehouse; equipment; as appropriate, evidence of a climate-controlled environment for storage of electronic media; plans for staffing of the proposed depository; and computer capability to receive and process orders and communicate in the automated format specified by the TEA;*
 - (3) submit assurances that a proper stock of instructional materials is available; and*
 - (4) submit a list of publishers under contract with the request.*

Instructions

Publishers must either maintain an EMAT (Educational Materials and Textbooks system) and EDI (Electronic Data Interchange) compliant depository or arrange with an EMAT and EDI compliant depository to receive and fill orders. All depositories must be within 300 miles of the Texas state line. Publishers are not required to fulfill orders for online instructional materials through a depository.

A list of depositories and their contact information is available on the Division of Instructional Materials and Educational Technology (IMET) web page at <http://ritter.tea.state.tx.us/textbooks/pubdepos/index.html>

Contact

For information about depositories, EMAT, and EDI compliance contact:

Deanna Marotz
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9612
deanna.marotz@tea.state.tx.us

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Back-Ordered Instructional Materials

Rule

- 19 TAC §66.10(g) *Penalties for failure to deliver adopted instructional materials, including teacher components, in a timely manner or in the quantities the school district or open-enrollment charter school is eligible to receive as specified in the publisher's bid. The SBOE may assess penalties as allowed by law against publishers who fail to deliver adopted instructional materials, including teacher components specified by §66.51(a)(3) of this title (relating to Instructional Materials Purchased by the State), in accordance with provisions in the contracts.*
- 19 TAC §66.78(b) *Each publisher is required to have adopted instructional materials in stock and available for distribution to school districts throughout the entire adoption period. A back order is defined as adopted instructional material not in stock when ordered and not available for delivery to school districts or open-enrollment charter schools on the specified shipment date. The commissioner of education shall report the number of back-ordered materials by publisher to the State Board of Education (SBOE).*
- 19 TAC §66.78(c) *Each publisher shall guarantee delivery of textbooks at least 10 business days before the opening day of school of the year for which the textbooks are ordered if the textbooks have been ordered by a date specified in the sales contract.*
- 19 TAC §66.78(d) *Each publisher with instructional materials on back order shall notify affected school districts of the expected ship dates for each title on back order.*

Instructions

Depositories distribute adopted instructional materials to school districts and open-enrollment charter schools between June and August following each adoption. Publishers must ensure that depositories have adopted instructional materials in stock and available for distribution to school districts and open-enrollment charter schools for the life of the adoption. Every publisher that places instructional materials on back-order must notify the affected school districts of the expected ship date for each title and report the number of back-ordered materials to the Texas Education Agency (TEA).

All reports of back-orders are presented to the State Board of Education (SBOE) for possible penalties.

Contact

For information about back-orders contact:

Deanna Marotz
Division of Instructional Materials and Educational Technology
Texas Education Agency
1701 N. Congress Ave.
Austin, TX 78701-1494
512.463.9612
deanna.marotz@tea.state.tx.us

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APPENDIX

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References

Midcycle 2010 Proclamation

<http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Question and Answer Document

<http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Texas Essential Knowledge and Skills

<http://www.tea.state.tx.us/rules/tac/chapter110/index.html>

Texas Administrative Code, Title 19, Part II, Chapter 66

<http://www.tea.state.tx.us/rules/tac/chapter066/index.html>

Texas Education Code, Title 2, Chapter 31

<http://www.statutes.legis.state.tx.us/SOTWDocs/ED/htm/ED.31.9001.7739.htm>

Manufacturing Standards and Specifications for Textbooks

<http://www.bmibook.org/>

NIMAS I.I The Technical Standard

http://nimas.cast.org/about/proposal/spec-v1_1_anno

Texas Education Agency Curriculum Staff

<http://www.tea.state.tx.us/curriculum/staffdir.html>

Texas Education Agency Instructional Materials Staff

<http://www.tea.state.tx.us/imet/staff.html>

Instructional Materials and Educational Technology Website

<http://www.tea.state.tx.us/imet/>

Education Service Center List

<http://mansfield.tea.state.tx.us/TEA.AskTED.Web/Forms/ESCSearchScreen.aspx>

State Depository List

<http://www.tea.state.tx.us/textbooks/depositories/index.html>

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Glossary of Terms

Ancillaries Those materials not listed on the publisher's [Statement of Intent to Bid \(SOITB\)](#), but that the publisher plans to provide to districts and open-enrollment charter schools free with their order. These are not part of a publisher's bid or contract, and are not purchased by the state. Ancillaries are not reviewed by panel members at the state level and are not adopted nor sanctioned by the State Board of Education (SBOE).

Affidavit of Authorship or Contribution A signed and notarized document by which a publisher certifies that each individual whose name is listed on their materials as an author or contributor of content was engaged in the development of the materials. The affidavit also states in general terms the involvement of each author and/or contributor.

Affidavit of Corrections A signed and notarized document by which a publisher certifies that all corrections included in the [Commissioner's Report Concerning Required Corrections Errors](#) have been made.

Breakouts The result of parsing the [Texas Essential Knowledge and Skills \(TEKS\)](#) into constituent parts. The breakouts are enumerated on the [Correlation Form](#) and the [Evaluation Form](#). Materials submitted for review must address each breakout the specific number of times required by the governing proclamation in order to be eligible for the Conforming List.

Citation The identification of either one occurrence of a factual error, editorial error, or a specific example of content that covers one of the Texas Essential Knowledge and Skills (TEKS). Citations are recorded by component [ISBN](#), [page](#) number and location on the [Correlation Form](#), [Identification of Errors and Changes by Publisher](#), and [Evaluation Form](#).

Commissioner's Report Concerning Required Corrections Errors A report prepared by the Commissioner of Education (COE) and presented to the State Board of Education (SBOE) listing all factual errors discovered in instructional materials being considered for adoption. This report is a compilation of the errors found by the state review panels, those reported by the publishers (who are required to disclose all known factual errors), and any reported to the Texas Education Agency (TEA) by the general public or third-party organizations. Publishers are required to correct all factual errors as a condition of adoption. Publishers are also required to file written confirmation of their intent to make all corrections and provide an affidavit attesting that they have done so (see [Affidavit of Corrections](#)) before the corrected copies are submitted to the TEA in advance of sending the adopted instructional materials to schools.

Conforming The designation given to adopted instructional materials that 1) cover 100% of the required [Texas Essential Knowledge and Skills \(TEKS\)](#) for the subject and/or grade level, 2) are free from factual errors, and 3) meet applicable physical [Manufacturing Standards and Specifications for Textbooks\(MSST\)](#) specifications.

Consumable Instructional material that is intended to be written in, depleted, or otherwise consumed during the first year of use. Publishers who submit consumable materials for adoption must agree to supply them to school districts for the duration of the six-year contract period.

Correlations Form A document, provided by the TEA, on which publishers indicate the locations in their materials where the required [Texas Essential Knowledge and Skills \(TEKS\)](#) are addressed. Publishers must provide the component [ISBN](#), [page](#) and location on the page for each citation.

Depository A entity through which publishers receive and fill orders for instructional materials. Depositories must be EMAT and Electronic Data Interchange (EDI) compliant. Publishers are required to maintain a depository in Texas or arrange with a depository in Texas to receive and fill order for textbooks, unless the products are delivered on-line or are warehoused and shipped from an EMAT, EDI compliant, facility less than 300 miles from the Texas border. A list of depositories in Texas list is provided at <http://www.tea.state.tx.us/textbooks/depositories/index.html>.

Electronic Materials and Textbook System (EMAT) A statewide electronic instructional materials management system that processes all requests, orders, and payments for, as well as deliveries of, adopted instructional materials.

Electronic Textbook Computer software, interactive videodisc, magnetic media, CD-ROM, computer courseware, on-line services, an electronic medium, or other means of conveying information to the student or otherwise contributing to the learning process through electronic means.

Education Service Centers (ESCs) See [Regional Education Service Centers \(RESCs\)](#).

EMAT See [Electronic Materials and Textbook System \(EMAT\)](#).

Enrichment Subjects Those subjects, other than the [foundation subjects](#), that public schools in Texas may offer to their students. The subjects are: languages other than English, health, physical education, fine arts, economics, career and technology education, technology applications, and religious literature.

Error Form See [Identification of Errors and Changes by Publisher \(IDECPUBL\) Form](#).

ESCs See [Regional Education Service Centers](#).

Evaluation (State Review Panel evaluation) A form that the [State Review Panel](#) teams submit detailing where the instructional material addresses the [Texas Essential Knowledge and Skills \(TEKS\)](#). The evaluation form includes all of the TEKS items listed in the [breakouts](#).

Exhibit "A" See [Official Bid Form \(Exhibit "A"\)](#).

Extensible Markup Language (XML) A general-purpose specification developed by the World Wide Web Consortium (W3C) for creating custom markup languages whereby the meaning of text can be understood directly from its context within the file. [NIMAS](#) is an example of an XML language.

Form B and Warranty of Publisher A signed statement certifying that the printed books submitted for adoption conform in every respect to the [Manufacturing Standards and Specifications for Textbooks \(MSST\)](#) in the State of Texas.

Form M and Warranty of Publisher A signed statement certifying that the electronic media submitted for adoption conforms in every respect to the [Manufacturing Standards and Specifications for Textbooks \(MSST\)](#).

Foundation Subjects The required curriculum prescribed by state law. The subjects are English language arts, mathematics, science, and social studies.

Identification of Errors and Changes by Publisher (IDECPUBL) Form The instrument with which a publisher provides the list of all corrections necessary to each student and teacher component of an instructional materials submission. Errors that are collected on these forms and deemed to be factual by Curriculum staff are included in the [Commissioner's Report Concerning Required Corrections Errors](#).

IMET See [Instructional Materials and Educational Technology \(IMET\)](#).

Instructional Materials See [Textbook](#)

Instructional Materials and Educational Technology (IMET) The division within the Texas Education Agency (TEA) that provides vision and leadership to transform learning by coordinating the acquisition of state approved instructional materials in various media and implementing and supporting educational technology to prepare Texas public school students and educators for success in the 21st century.

International Standard Book Number (ISBN) A unique 13-digit number that identifies books and book-like products internationally. Each component listed on a [Statement of Intent to Bid](#) must have a unique ISBN.

ISBN See [International Standard Book Number \(ISBN\)](#).

Item Type The classification of a program component that describes format (print or online) and intended audience (teacher or student).

Manufacturing Standards and Specifications for Textbooks (MSST) The physical standards of quality and performance for K-12 instructional materials. The MSST is published by the National Association of State Textbook Administrators (NASTA). Instructional materials must comply with the standards in the latest edition of the MSST as a condition of adoption. For more information can be found at www.bmibook.org.

Maximum Cost The per-unit ceiling on the price that the state will pay for instructional materials. It is established by the State Board of Education (SBOE) for each subject and grade level and published in the [Proclamation](#). The total maximum cost for any subject and grade level is determined by the per unit maximum cost multiplied by the number of projected units.

MSST See [Manufacturing Standards and Specifications for Textbooks \(MSST\)](#).

National Instructional Materials Accessibility Standard (NIMAS) NIMAS refers to a technical standard used to produce [XML](#)-based source files. From source files, accessible, student-ready alternate-format versions of textbooks and core materials (e.g., Braille, e-text, Digital Talking Book, large print, etc.) can be created and distributed to students with print disabilities. NIMAS files are not student-ready versions. Individuals with Disabilities Education Act (IDEA) 2004, P.L. 108-446, establishes the NIMAS as a national standard and requires states and local districts to adopt the NIMAS for providing textbooks and instructional materials to students who are blind or print-disabled. Source: NIMAS at Center for Applied Special Technology (CAST), NIMAS/NIMAC Glossary.

NIMAS See [National Instructional Materials Accessibility Standard \(NIMAS\)](#).

No-Contact Period The time during which potential state review panel members are not permitted to have either direct or indirect contact regarding content of instructional materials under evaluation by the panel with any person having an interest in the adoption process. The period begins when the Texas Education Agency (TEA) initially contacts a nominee regarding his or her possible appointment and ends after the State Board of Education (SBOE) adopts the instructional materials.

Nonconforming The designation given to adopted instructional materials that 1) cover at least 50%, but less than 100%, of the elements of the [Texas Essential Knowledge and Skills \(TEKS\)](#) for the subject and/or grade level, 2) are free from factual errors, 3) meet applicable physical [Manufacturing Standards and Specifications for Textbooks \(MSST\)](#) specifications.

Nonconsumable Components that are considered self-sufficient for the entire period of the adoption. A publisher must replace, at no cost to the state, any nonconsumable materials that fail to last the length of the adoption.

Official Bid (Exhibit “A”) The document with which a publisher makes an official offer to provide specific instructional materials to the state of Texas at a fixed price. The form is based on the [Statement of Intent to Bid \(SOITB\)](#), and becomes Exhibit A of the contract.

Page A descriptor used to specify where in the instructional materials a certain [citation](#) occurs. For print materials, it indicates the printed page number; for electronic media, it indicates the name of the activity or section that specifically identifies the screen the user is viewing.

Product Type The classification of a program component that describes its nature (e.g. blackline masters, lab manual, CD-ROM/floppy).

Proclamation The document issued by the State Board of Education (SBOE) calling for bids for instructional materials in selected subject areas and/or grade levels. The proclamation identifies the subject areas scheduled for review and contains the content requirements ([Texas Essential Knowledge and Skills \(TEKS\)](#)). It also contains the maximum per-student costs for adopted materials, an estimated number of textbooks to be purchased during the first contract year for each subject area and grade level, a detailed schedule of adoption procedures, and instructions for providing electronic files for the production of braille and large type materials. Proclamations are named for the year in which the materials are intended to be made available in the classroom.

Q&A See [Question and Answer Document \(Q&A\)](#).

Question and Answer Document (Q&A) A proclamation-specific periodical issued by the State Board of Education (SBOE) that consist of questions presented by publishers and answers provided by the Texas Education Agency (TEA).

Regional Education Service Centers (ESCs) Public entities created by state statute to provide educational support programs and services to local schools and school districts. Each of the 20 ESCs serves all districts in a specific geographic area.

Register of Contacts Form The document with which a publisher discloses all contact with members of the State Board of Education (SBOE). The disclosure, which is required by state law, must include the time, date, location and purpose for each communication with a member of the SBOE

RESCs See [Regional Education Service Centers \(ESCs\)](#).

Schedule of Adoption Procedures The section in the [Proclamation](#) that lists the specific activities and deadlines related to the review and adoption of instructional materials.

SOITB See [Statement of Intent to Bid \(SOITB\)](#).

Specific Location A descriptor indicating the specific place on the screen or printed page where a [citation](#) occurs (e.g. third paragraph, second column, animation at top right.)

Statement of Intent to Bid (SOITB) The document with which a publisher indicates their intention to participate in an adoption under a specific proclamation. The form requires detailed information about the instructional materials to be submitted. Publishers must file a *Statement of Intent to Bid* (SOITB) form for each program and course bid (e.g., a publisher who submits two different programs in the same course must file two SOITBs; a publisher who submits the same program in two different courses must also file two SOITBs.).

State Review Panel A group of individuals who execute a full and complete investigation of the instructional materials submitted for adoption to identify the [Texas Essential Knowledge and Skills \(TEKS\)](#) covered and identify factual errors. These panels are composed of university professors, public school teachers, and other subject matter experts. Individuals are nominated to serve on the panels by SBOE members, school districts and open-enrollment charter schools, educational organizations, and Texas residents. From these nominations, the Commissioner of Education (COE) appoints the panel members with the advice and consent of the SBOE. The Commissioner's recommendation that instructional materials be placed on the Conforming List, placed on the Nonconforming List, or rejected, is based primarily on the findings of the state review panel.

Student Component Any instructional materials that are specifically intended for use by the student. The student components may include print and non print materials such as student editions, workbooks, and online editions.

Teacher's component Any resources that are specifically intended for use by a teacher. Teacher components that are submitted to accompany student instructional materials under consideration for adoption shall be part of the publisher's [Official Bid](#) and shall be provided for the duration of the contract, and any extensions, at no additional cost.

TEKS See [Texas Essential Knowledge and Skills \(TEKS\)](#).

Texas Essential Knowledge and Skills (TEKS) The curriculum framework adopted by the State Board of Education (SBOE) for Texas schools which identifies the student expectations for every course and grade level in the [Foundation](#) and [Enrichment](#) Curriculum.

Textbook A book, a system of instructional materials, or a combination of a book and supplementary instructional materials that conveys information to the student or otherwise contributes to the learning process, or an electronic textbook. The terms *textbook* and *instructional materials* are often used interchangeably.

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Statement of Intent to Bid

General Information

Publishers enter on the Statement of Intent to Bid (SOITB) form the program information for the instructional material they are bidding for adoption and the details regarding all of the components that comprise that program. This section of the Appendix provides information and instructions for submitting the SOITB. The TEA will not accept forms that do not abide by the following rules.

- The Statement of Intent to Bid form may be found at:
<http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>
- Only the approved format located at the above link will be accepted.
- Publishers should be aware that these forms are subject to the Public Information Act.
- Publishers must file a SOITB form for each program and course bid (e.g., a publisher who submits two different programs in the same course must file two SOITBs; a publisher who submits the same program in two different courses must also file two SOITBs.)
- Publisher must complete a *Publisher Contact* form, found at <http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>. Publisher need submit only one contact form, even if submitting multiple SOITB forms.
- The SOITB form is divided into two sections: a header section where information pertaining to the program as a whole is entered, and a body section where information pertaining to each component is entered.
- Return all SOITBs as an attachment(s) in one email to review.adoption@tea.state.tx.us. (See the “Statement of Intent to Bid” section of this document for further details regarding delivery.) A compression program may be used.
- Publisher abbreviations are used to name files throughout the process. The *Publisher Abbreviations Table* can be found at:
<http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>
- If your company name is not on the Publisher Abbreviation Table, then email review.adoption@tea.state.tx.us with “Publisher Abbreviation Needed” as the subject line. In the message include the exact name of your publishing company and a proposed 6 character abbreviation. Proceed using the proposed abbreviation. The Publisher Abbreviation Table is updated regularly with submitted revisions.
- When submitting the completed SOITBs, the subject line of the email should include “Midcycle 2010 Proclamation SOITB Submission from” + your publisher abbreviation.
- Name each Excel statement of intent to bid file in the following manner.
M2010soitb- + your publisher abbreviation + the course abbreviation + .xls.
For example, M2010soitb-acmepb-A1106Read4.xls

Course abbreviations may be found at:

<http://ritter.tea.state.tx.us/textbooks/proclamations/midcycle2010/>

Publishers bidding more than one program for a course, must add numbers in sequence for each instructional material after the course abbreviation. Examples:

M2010soitb-acmepb-A1106Read41.xls,

M2010soitb-acmepb-A1106Read42.xls,

M2010soitb-acmepb-A1106Read43.xls.

Header Information

Publishers must fill in all header fields. The header information on the form is described below:

- Publisher(Contract Vendor): The name of the publisher of the program
- Payee Vendor: The name of the company that will receive payment
- Subject Area: The subchapter; the Courses listed depend on this selection
- Course: Select a course from the list
- Program Authors: The authors of the program; the same names that are listed on the *Affidavit of Authorship or Contribution* form
- Program Title: The title of the program
- Grade Level: The grade(s) in which the material is to be used; may list more than one grade or a grade range, ex. “9-12”
- Edition: The edition of the program; select a number between 1 and 20 from the list
- Copyright: The copyright year of the program; select a number between 1995 and 2015 from the list
- ISBN: The 13-digit International Standard Book Number; do not include dashes
- Media Description: The primary media of the program, ex. “Electronic-NonInteractive Video/DVD”, “Primarily Print”, “Print with Online Access”
- Depository: The depository (Order Vendor) from which the materials will be shipped; select the depository from the dropdown list; if the program is delivered entirely online, it is not necessary to enter a depository
- Product Type: Whether the program has one or more student components; “Single” or “Multiple” will be in this field; it will be populated automatically depending on how many components are listed as either product type “student edition” or “teacher/student material” in the body information section of the form

- **Class Type:** The classification of the program; choose either “Student”, “Teacher”, “System_Student”, or “System_Teacher”; use the following criteria to guide your selection; choose
 - Student: if the whole program is to be ordered for 1 student
 - Teacher: if the whole program is to be ordered for 1 teacher with no enrollment information required
 - System_Student: if the whole program contains 1 or more components that is(are) intended for multiple students
 - System_Teacher: if the whole program contains teacher components that are to be ordered per teacher but is dependent on the number of students using the program and thereby requires enrollment data
- **Conforming:** The publishers intends the program to be either “Conforming” or “Nonconforming”; select one from the list
- **Language:** The primary language in which the material is written: select “English” or “Spanish” from the dropdown list
- **Price:** The price for the entire program in each of the four categories; definitions of each price are listed in the Legend for Prices Columns section at the top of the form
The form will automatically list beside the “(1) Program Price” field how the program is to be priced as determined by the “Class Type” selection, ex. “per student”, “teacher system”.
- **Weight (lbs):** The combined weight in pounds of all components of the program without the packing material.
- **ESCs:** Enter each regional education service center (ESC) (by number) that will be served; separate each number by a comma. (e.g., 1, 4, 6, 12)
- **Max # of Units:** Enter the certain maximum number of textbooks that will be provided under contract.

Note: Enter either ESCs or Max # Units:

Body Information

With the exception of the “Note: hardware require specific.”, “Possible Electronic Component Substitute ISBN/ID” and “Aid Type” fields, publishers must fill in all fields for each component. You may add components in the gray section at the bottom of the form. The form will adjust accordingly. The body information on the form is described below:

- **Component Type:** The Component Type reflects whether the item is a component of the main program, a subcomponent of the component in the row just above the item, or a subsubcomponent of the subcomponent in the row just above the item; i.e. list subcomponents below their component, subsubcomponents below their subcomponents, etc.; List the primary student component in the first row; if the primary component is for the teacher, then list it in the first row;

For example, a program has a teacher package as a component; the teacher package contains two volumes, the teacher package is listed on one row as a “component” in the two following rows, Volume 1 is listed as a “subcomponent” and Volume 2 on the next row is also listed as a subcomponent, were Volume 2 to be made up of two further components they would be listed on two subsequent rows as subsubcomponents below Volume 2.

- Item Title: The title of the component
- ISBN: The 13-digit International Standard Book Number; do not include dashes
- Consumable: If the product is consumable select “Yes”, otherwise select “No” from the list
- Product Type: The type of product, ex. “blackline masters”, “handbook”, “workbook”
- Item Type: Select from the list whether the item is a “Student Component”, “Teacher Component” or “Stu./Teacher Material”

Note

Texas Administrative Code (TAC), Title 19 §66.36 State Review Panels: Duties and Conduct

“(a) The duties of each member of the state review panel are to: (1) evaluate all instructional materials submitted for adoption in each subject assigned to the panel to determine if essential knowledge and skills are covered in the student version of the textbook, as well as the in the teacher version of the textbook.”

Item type determines if a component is considered a student version or teacher version of the textbook.

Items listed as "student/teacher material" are considered as both the student and teacher versions of a textbook.

- Quantity: The number of units that will be provided with one set of the program; some possible options have been provided in the list.
- Notes: hardware, etc. Specifications as to hardware or other requirements to use the component; will not be necessary for all components; ex. “512MB RAM, printer, and Windows XP or above”
- Replacement Price: The price to school districts to replace the component
- Class Type: See “Class Type” under Header Information above

If a component is listed as Item Type “Teacher Component” or “Stu./Teacher Materials” “Gratis” will also be on the list of available choices; components that are not the primary component for which the proclamation calls, and are free with order should be listed as “Gratis”; “Gratis” does not refer to ancillary products; ancillaries should not be listed on the SOITB;

- Possible Electronic Comp. Sub. ISBN/ID:

Only publishers that have submitted both print and electronic versions of a program should use this field.

Consumable print components only: enter the ISBN of the electronic component (if one exists) from the electronic version of the program that districts could request to replace the print version of the component; if districts request such a replacement publishers are required to fulfill the order; publishers may not substitute electronic components for print components unless requested by the district; the content of the electronic component must be identical to the content of the print version; the field will allow for entries only when “Consumable” is marked as Yes and “Product Type” is marked as a print material, ex. “book”, “booklet”, “workbook”;

- ©: The copyright year of the program; select a number between 1995 and 2015 from the list
- Lbs (Weight): The weight in pounds of the component not including packing material
- Aid Type: If the component is free (Class Type = “Gratis”) select an item from the list, ex. “Answer Book”, “Manual Notebook”, or “Teacher Guide”; this field will become white and allow for entries once “Gratis” has been selected
- Language: The primary language in which the material is written: select English or Spanish from the dropdown list.

SAMPLE

Legend for Price Columns:	(1) Program Price: Bid/Contract F.O.B. Texas depository; or depository less than 300 miles from a border of this state (specify per student or per teacher price) (2) Internet Based Price: Online content price (specify per student or per teacher price) (3) Program Price: Lowest price to any state, county, depository, individual purchaser, or school (4) Program Price: Lowest price of any other edition now being sold or offered for sale (5) List Individual prices for each program component for school districts' local purchases (replacement cost) 19 TAC §66.51 (6)													
Date:	Signature (of company officer):													
PROGRAM SECTION														
Publisher (Contract)	Acme Publishing Inc.			Grade Level	4		Product Type	Single		(1) Program	\$56.14	per student		
Page Vendor	Acme Publishing, Inc.			Edition	1		Class Type	Student		(2) Internet Based	\$56.14	per-user (student)		
Subject Area	Subchapter A. Elementary			Copyright	2010		Conf. or Noncon.	Conforming		(3) Lowest price to any state	\$56.14	ESCs		
Course	§110.6 Reading, Grade 4			ISBN (no dashes)	0123456789123		Language	English		(4) Lowest price of any other	\$56.14	1,5,8,12		
Program Author(s)	G. Washington, G. W. Carver, A. Earhart			Media Descripti	Primarily Print					Weight (lbs)	14			
Program Title	<i>Acme's Reading is Wonderful</i>			Deposito	(CV) CEV Multimedia Depository					Max # of Units				
COMPONENT(S) SECTION														
Component Type	Item Title	ISBN (no dashes)	Consumable	Product Type	Item Type	Quantity	Note: hardware require	Repla ce price	Clas s Type	Possible Electronic Comp. Sub. ISBN/ID	©	Lb s	Aid Type	Language
Component	Gr 4 Reading is Wonderful SE	0123456789456	No	Book	Student Component	1 per student		\$56.14	Stude nt		2010	4		Engl ish
Component	Gr 4 Reading is Wonderful Teacher Package	0123456789123	No	Book	Teacher Component	1 per teacher	na	\$56.14	Gratis		2015	10	Teacher Guide	Engl ish
<i>Subcomponent</i>	Gr 4 Reading is Wonderful TE Vol 1	1234567890123	No	Book	Teacher Component	1 per teacher		\$59.36	Gratis		2010	4	Teacher Guide	Engl ish
<i>Subcomponent</i>	Gr 1 Reading is Wonderful TE Vol 2 (Package)	1234567890111	No	Book	Teacher Component	1 per teacher		\$56.36	Gratis		2014	6	Teacher Guide	Engl ish
<i>Subsubcomponent</i>	Gr 1 Reading is Wonderful TE Vol 2A	0123456789114	No	Book	Teacher Component	1 per teacher		\$56.23	Gratis		2011	3	Teacher Guide	Engl ish

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Publisher's List of Corrections

Information to come

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Correlations

Information to come

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THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS MEMORANDUM OF AGREEMENT this day entered into by and between the Texas State Board of Education composed of Rick Agosto; Lawrence Allen, Jr.; Mary Helen Berlanga; David Bradley; Barbara Cargill; Robert Craig; Cynthia Noland Dunbar; Patricia Hardy; Mavis B. Knight; Terri S. Leo; Gail Lowe; Don McLeroy; Ken Mercer; Geraldine Miller and Rene Nuñez; all acting herein by virtue of the law, parties of the first part, hereinafter referred to as the State Board of Education, and _____ a corporation organized and existing under the laws of the **State of _____ with permit to do business in Texas**, hereinafter referred to as the Publisher.

WITNESSETH:

THAT WHEREAS, the State Board of Education has been formed and organized under and by virtue of an Act of the Legislature of Texas, and is acting by authority of the laws of Texas and particularly what is commonly known as the Free Textbook Law, (Texas Education Code, Title 2, Chapter 31, as amended), and pursuant to said laws met in regular session in the City of Austin on the **day of November**, and continued as authorized by law, for the purpose of adopting a list of conforming textbooks and a list of nonconforming textbooks that may be furnished to the public schools of the State of Texas under said laws and for the further purpose of making contracts for such instructional materials; and

WHEREAS, the Publisher submitted a bid, a copy of which is attached as "Exhibit A" and is incorporated into this contract for any and all purposes, in which the Publisher proposed to furnish the listed instructional materials at the several prices indicated;

AND WHEREAS, the instructional material(s) set forth in "Exhibit B" were offered by the Publisher and were adopted by the State Board of Education subject to the conditions of the law and the provisions of this contract;

AND WHEREAS, where applicable the Publisher shall monitor, update and maintain any in-house and third party electronic, web based or on-line products furnished as part of the instructional materials specified in "Exhibit B" for the period determined by the State Board of Education indicated;

AND WHEREAS, the Publisher agrees to furnish the instructional materials specified in "Exhibit B" for the period determined by the State Board of Education indicated, to-wit:

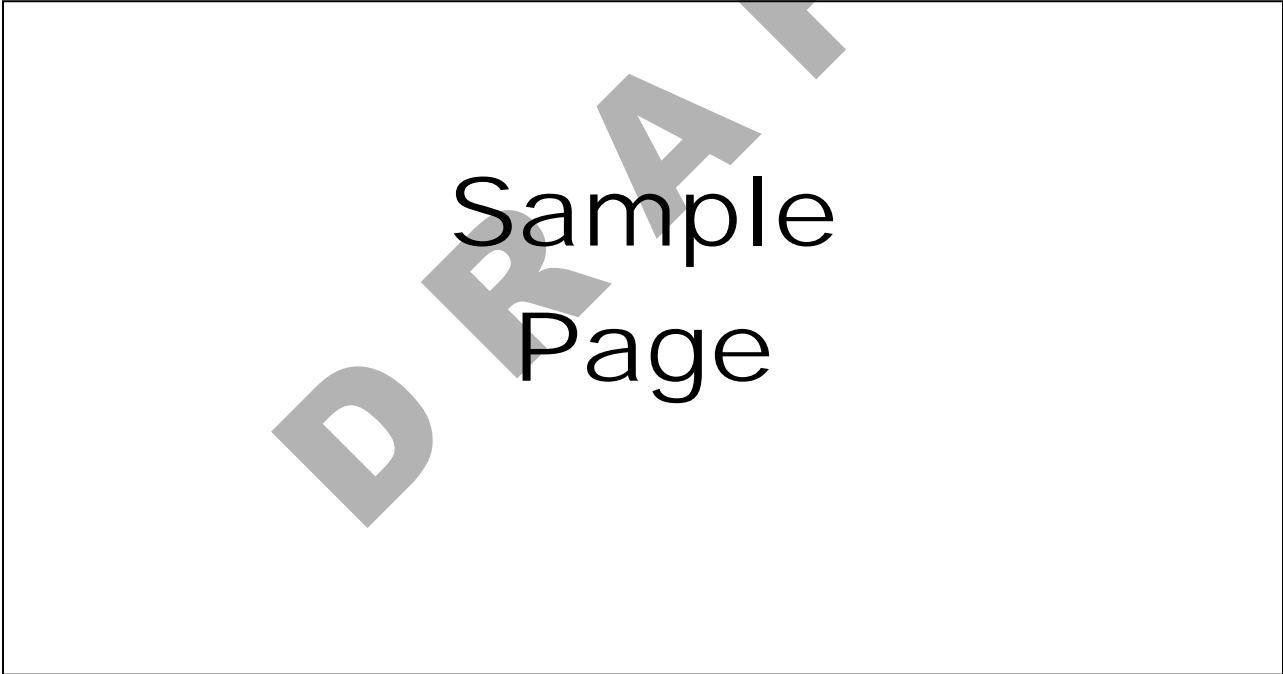
Official Texas Instructional Material Contract Form

Page 1A

"EXHIBIT B"

Subject, Title, Author, Copyright	Grade	Contract Price	Maximum State Cost	Contract Period
<i>English Language Arts Composition, Grade 2</i>				
Program:				6 Years

Author(s): **Copyright:**



NOW THEREFORE, in consideration of the premises and of the covenants and agreement of the several parties hereto to be kept and performed, as are herein undertaken;

The parties agree that:

- 1 -

“Exhibits, A and B” are incorporated into this contract for any and all purposes. The Publisher will for the period indicated in "Exhibit B" and beginning on **the first day of school for each school district selecting the instructional material(s), for the school year**, sell, supply and furnish the instructional material(s) listed in “Exhibit B” to the State of Texas for use in the public schools of the said State.

- 2 -

The instructional materials listed in “Exhibit B” will be delivered to the State of Texas upon order from the Commissioner of Education in such quantities and at such times as the Commissioner may order, and the instructional materials will be shipped promptly to such persons and to such places as the Commissioner may direct in the requisition. The Publisher specifically guarantees that: (A) the instructional materials will be received at least 10 business days before the opening day of school of the year for which the instructional materials are ordered if an order from the Commissioner of Education is placed on or before July 1 of the year for which the instructional materials are ordered, or the first weekday day thereafter; and (B) all other supplemental orders for instructional materials ordered for use after the beginning of a school year will be shipped within 7 calendar days following receipt of the order from the Commissioner of Education. The Publisher shall, at the time an order for instructional materials is acknowledged, provide to school districts or open-enrollment charter schools an accurate shipping date for instructional materials that are back-ordered.

The Publisher shall maintain a depository in this state or arrange with a depository in this state to receive and fill orders for the instructional materials listed in “Exhibit B”. If necessary for the Publisher or depository to prepay any shipping charges from a state-maintained depository to such persons and such places as the Commissioner of Education may direct, the same prepaid charges shall be repaid by state. If the Publisher's products are delivered on-line or are warehoused and shipped from a facility less than 300 miles from a Texas border, the Publisher is not required to maintain a depository in Texas.

If the Publisher does not maintain a depository in Texas, the Publisher must deliver instructional materials listed in “Exhibit B” to a school district or open enrollment charter school without a delivery charge to the school district, open enrollment charter school, or state. The Publisher will maintain a sufficient stock of its adopted instructional materials to supply all immediate demands for the instructional materials listed in “Exhibit B”.

- 3 -

Upon delivery to the public school in compliance with the Commissioner of Education's order, the instructional materials shall become the property of the State of Texas.

- 4 -

The prices contracted to be paid the Publisher f.o.b. its depository or warehouse for the instructional materials listed in "Exhibit B" shall never exceed the lowest price at which the Publisher offers those instructional materials for adoption or sale to any state, public school, or school district in the United States.

A school district or open-enrollment charter school may order replacements for textbooks that have been lost or damaged directly from the textbook depository or the textbook Publisher or the manufacturer, for the state-contracted price if the textbook Publisher or manufacturer does not have a designated textbook depository in this state.

The Publisher agrees that if at any time during the period of this contract any instructional materials listed in "Exhibit B" or any edition(s) substantially similar to the official sample on file with the Texas Education Agency shall be sold at a lower price f.o.b. the Publisher's shipping point to any state, public school, or school district in the United States, then such lower price shall immediately become the contract price between the Publisher and the State of Texas, provided the State desires to accept such instructional materials in the revised or changed edition.

The Publisher shall provide any ancillary item free of charge or at the same price discount to the same extent that the Publisher provides the item free of charge or at a price discount to any state, public school, or school district in the United States. Free or discounted price ancillary items will be distributed equitably to all school districts and open enrollment charter schools regardless of size.

- 5 -

The Publisher agrees that all instructional materials listed in "Exhibit B" that are furnished and supplied under the terms of this contract comply with the standards set forth in the edition of *Manufacturing Standards and Specifications for Textbooks* approved by the National Advisory Commission on Textbook Specifications at the time said instructional materials were adopted by the State Board of Education. If, at any time during the contract period, the Commissioner of Education determines that instructional materials furnished and supplied under the terms of this contract has faulty manufacturing characteristics or is made of inferior materials, the instructional materials shall be replaced with complying materials by the Publisher without cost to the State.

The Publisher agrees that where applicable all electronic, web based or on-line instructional materials listed in "Exhibit B" that are furnished and supplied under the terms of this contract will be monitored, updated and maintained on a regular basis to comply with the standards set forth in this proclamation for instructional materials adopted by the State Board of Education. If, at any time during the contract period, the Commissioner of Education determines that electronic, web based or on-line instructional materials furnished and supplied under the terms of this contract has faulty manufacturing characteristics or displays dated or inferior information, the instructional materials or information shall be replaced with complying materials or information by the Publisher without cost to the State. The publisher further agrees that electronic, web-based or on-line instructional materials listed in Exhibit "B" will not be altered in any way that would remove content from the curriculum, or allow advertising of any type to be placed in or associated with the materials. The publisher further agrees not to add any Internet links to the materials without the approval of the commissioner of education, not to redirect any user accessing the web-based or on-line instructional materials to other Internet or electronic sites, and not to collect any information about the user or computer accessing the materials that would allow determining personal information, including email addresses.

All instructional materials listed in "Exhibit B" supplied by the Publisher under the terms of this contract shall be identical in respect to material; quality and workmanship; composition; design; decoration and subject matter; size, both as to form and number of pages; and quality as to content, material, style of binding and mechanical execution to the instructional materials submitted by the Publisher as the official sample on file with the Texas Education Agency. Such sample shall be the standard of comparison for determining whether or not the Publisher shall have complied with this agreement.

- 6 -

If and when the State Board of Education shall give to the Publisher a full one-year's notice containing specific recommendations, the Publisher will make revisions, amendments and additions to the matter contained in the said instructional materials as may in the judgment and discretion of the State Board of Education be necessary to keep the same up-to-date and abreast of the times. The Publisher shall not be required to make such revisions more frequently than at two-year intervals.

- 7 -

The instructional material(s) listed in "Exhibit B" are adopted under the provisions of the Free Textbook Law, Texas Education Code, Sections 31.001 and 31.023, and as may be amended hereafter by the Texas Legislature, authorizing the adoption of a list of conforming textbooks and a list of nonconforming textbooks for use in the public schools of Texas. The instructional materials will be purchased for use in such of the schools in Texas as shall select it as the instructional materials or one of several instructional materials to be used for the subject covered thereby, but when any such school shall have selected such instructional materials, it shall use same for the remaining term of this contract, subject to the provisions of the Texas Education Code, as amended.

WHEREFORE the State Board of Education does not bind the State to purchase any of the instructional materials listed in "Exhibit B", but the Publisher agrees to furnish the instructional materials under this contract when and if the same shall be ordered by the Commissioner of Education after they shall have been selected by the public schools of Texas.

The instructional materials covered by this contract will be used and introduced gradually in the public free schools of Texas during the first three years of the term of this contract, the details to be determined by the Commissioner of Education, subject to the approval of the State Board of Education.

- 8 -

The limit on the cost set by the State Board of Education that may be paid from the State Textbook Fund for instructional materials is the sum set forth on "Exhibit B" opposite the title of the instructional materials listed in "Exhibit B" under the heading "State Maximum Cost" listed in "Exhibit B" and that the price at which the instructional material shall be sold and furnished to the State of Texas is the sum set opposite the name of each instructional material under the heading "Contract Price". The State may not pay the Publisher an amount that exceeds the cost limit set by the State Board of Education. When a school district or open-enrollment charter school selects instructional materials that exceeds the cost limit, the school district or open-enrollment charter school is responsible for the remainder of the cost.

- 9 -

The Publisher shall be paid for the instructional materials from the State Textbook Fund. Payment shall be made by warrant drawn against the fund upon bills approved by the Commissioner of Education. The Commissioner of Education shall have the right to prescribe the forms on which bills or invoices shall be rendered, the manner in which such bills or invoices shall be verified, and the method or means by which it shall be shown that instructional materials billed or invoiced have, as a matter of fact, been delivered by the said Publisher as is herein agreed.

Publisher agrees that Government Code, §2251.026, Payment of Interest by State Agency, is waived or does not apply to instructional materials since payment is subject to specific moneys appropriated in the General Appropriations Act.

- 10 -

The Publisher declares and warrants that all of the statements made in the affidavits filed by it with the State Board of Education as a condition precedent to the award of this contract are true. In case it shall be discovered that any of the said statements and declarations therein shall be found to be untrue, the Publisher agrees that this contract may, at the election of the State Board of Education, be forfeited and avoided, and the State Board of Education is authorized to recover damages, unless it be shown that such misstatement of non-disclosure of fact was unintentional or an oversight on the part of the Publisher, the burden of such showing to be upon the Publisher.

In case there shall be a material breach of any provision of this contract or if it shall be discovered that the same has been procured through fraud or collusion on the part of the Publisher or any agent, representative, officer, or attorney or any person acting for and on behalf of the Publisher or any member of the State Board of Education, this contract may be canceled in a suit instituted by the Attorney General of Texas. Due to the difficulty of determining the damages which may occur by reason of such fraud, collusion, or material breach of contract, if this contract is canceled as provided in this paragraph, a sum equal to the full value of any instructional materials ordered and not furnished shall be deemed liquidated damages accruing to the State, and such sum may be recovered in the said suit against the Publisher, which said sum the Publisher hereby agrees to pay and which said sum the State Board of Education agrees, in so far as it is authorized to bind the State, to accept as liquidated damages.

- 11 -

If the Publisher shall fail within a reasonable time to furnish instructional materials ordered as is herein provided (but which failure may not amount to such breach as will authorize the cancellation of the contract), State of Texas may in a suit recover as against the Publisher the full value of the instructional materials ordered and not so furnished, together with the sum of one thousand dollars (\$1,000.00) for each day of failure to furnish such instructional materials; which said sum the Publisher agrees to be the liquidated damages accruing to the State, and which the Publisher agrees to pay, and the State Board of Education agrees, in so far as it may bind the State, to accept as such liquidated damages accruing from such breach and failure.

- 12 -

This contract is made and executed pursuant to the laws of Texas and is to be construed with reference thereto and is performable in Texas. The Publisher expressly agrees, covenants and binds itself to perform all of the obligations and to submit to all of the conditions imposed upon it by the said laws, and the enumerations herein of such obligations and conditions of this contract are not to be taken as exclusive, but all of the requirements, obligations and stipulations as imposed upon it by the said laws and by rules adopted by the State Board of Education are made a part of this agreement and are accepted by the Publisher as binding upon it. The Publisher acknowledges that included among the requirements, obligations and stipulations imposed upon the Publisher by said laws, whether or not enumerated in this contract or in any other document, is a requirement to furnish to the Texas Education Agency upon request of the Commissioner of Education complete and satisfactory copies of computerized instructional material files of instructional material purchased by this contract for production of Braille instructional materials or other versions of instructional materials to be used by students with disabilities. Computerized instructional material files shall be provided in one of several optional formats specified by the State Board of Education and/or any specified format from which versions of the instructional materials can be produced for students with disabilities.

- 13 -

The Publisher may not become associated or connected with, directly or indirectly, any combination in restraint of trade in instructional materials or enter into any understanding or combination to control prices or restrict competition in the sale of instructional materials for use in this State.

- 14 -

The venue of any suit on this contract, or in reference thereto, against the Publisher herein shall be laid in Travis County, Texas, and the Publisher hereby designates the Secretary of State as its agent in Texas upon whom service of process, if any in such suit against it may be had.

This agreement and contract shall be binding upon the Publisher named herein and upon all successors, assignees, designees, or others succeeding to Publisher's interest or obligations in and to the terms of this agreement and contract.

This contract has been approved as required by law by the State Board of Education and is signed by order of said Board on behalf of the State, by the Chair of the State Board of Education, and is attested to by its Commissioner of Education, Executive Secretary of the State Board of Education, and is executed the 16 day of November, in witness whereof the hands of the said officials are hereto set.

Chair, State Board of Education

Attest:

Commissioner of Education and
Executive Secretary, State Board of Education

Publishing Company

Federal Tax Identification Number (FEI)

Signature of Company Official

Printed Name of Company Official

Attest:

Secretary of Publishing Company