_____ Independent School District

PUBLISHER'S MINIMUM COMMITMENT FOR INSTRUCTIONAL MATERIALS ADOPTION

Return by: _____

PUBLISHER: _____

SUBJECT: _____

TITLE OF TEXT/PROGRAM: _____

GRADE LEVEL(S): _____

CONTACT PERSON (PRINT): _____

CONTACT PERSON (SIGNATURE): _____

DATE: _____

PHONE: (_____) _____   **FAX: (_____)** _____

I. TEACHER MATERIALS

A. Provide a list of all materials submitted for adoption under Proclamation 2014 Instructional Materials which will be provided to _____ Independent School District for the entire life of the adoption to include Texas specific ISBN #'s, Title, Price, and a fixed price on replacement parts for the life of the adoption. Publishers will provide one copy/set for every teacher of the grade or subject for the life of the TEA contract and extensions.

B. Provide an itemized list, including prices, for all parts/items included in Teacher Resources and sets/kits for the life of the adoption and extensions.

C. Publisher agrees to provide teacher materials by teacher and not by number of student textbooks.

D. Publisher agrees to provide additional teacher editions and/or resources for the following teachers teaching the specific grade or subject: General Education teachers, ESL teachers, Title I teachers, Special Education teachers, Special Programs teachers, and Hospital/Home Bound teachers.

II. CAMPUS SYSTEMS

Publisher will provide to all schools and/or new schools for the life of the contract and extensions.   (A campus system is any material or equipment that is provided at a ratio of one per campus or district level.)

III. DISTRIBUTION

Publisher will ship all materials to _____ in complete sets.

IV. STAFF DEVELOPMENT

Publisher agrees to provide the district with a staff development proposal that includes an overview and an outline for the life of the adoption. Please include any fees and the following information;

1. How will in service training be provided during the first year and throughout the life of the adoption? (*Online, in person, webinars, etc*.)

2. What type of training support documentation do you provide? *(Videos, print directions, etc.)Will there be any cost to the district if there is a train the trainer?*

3. How many hours of in district staff development will be provided during implementation at no cost to the district?

4. How many hours of in district staff development will be provided each year of the adoption?

5. How do we arrange for training? Who do we contact to arrange for training?

6. If on line materials are purchased with deferred funds, will publisher complete summer training even though payment will be after September 1st?

V. TECHNOLOGY

The publisher agrees that an online license will be available for each student edition purchased. Include information regarding the term of each license, cost of renewal, provided at a fixed price not to exceed the price at time of the initial order. Publisher must clearly state terms and conditions of online licensure and transferability between students to include but not limited to:

1. How is the material licensed? Per teacher, per students, site license, concurrent users, etc.

2. In what increments will the campus or district receive licensure?

3. Are site license fees, yearly costs, or any other additional costs associated with use of this material?

4. Can student and teacher materials be loaded to a digital media server without additional cost? _____

Publisher agrees to provide the district with a tech support proposal that includes an overview and an outline for the life of the adoption. Please include the following information;

1. What types of service contracts are available for tech support, program updates, and version upgrades?

2. Are manuals/documentation provided for the software? Are electronic manuals or documentation available?

3. Who do we call for technical support: What days/times is support available?

Name: _____

Email: _____

Website: _____

Hours: _____

Publisher agrees to provide the district with set up information to include the following;

1. The publisher agrees to provide online instructional materials within 10 days of order being placed into EMAT.

2. When purchasing online materials will the subscription start with the first day of school and go until the following year or does the subscription start with purchase date?

3. If online, are accounts required? If so, how are accounts created and by whom? How are passwords distributed?

4. Are there password requirements? *(Combination of numbers, uppercase, or it can be anything)*

5. Is this a Client/Server application or is it a stand-alone program? Is it a district hosted site or publisher hosted site?

Publisher agrees to provide the district with software information to include the following;

1. What are the minimum and recommended hardware/software requirements for the program?

2. If not web based, what OS is supported and how do you handle updates to maintain compatibility for the new OS versions that are released?

3. Does the software need internet access during installation or operation? If so, does it support a proxy server connection?

4. Are there any known issues with Windows 8, Internet Explorer 10, Chrome, Firefox?

5. Are there any known issues with Symantec Endpoint Antivirus protection or Windows application firewall?

6. Does the application require administrative privileges in order to run? If so, what file and folder permissions are required?

7. Is the digital component to this title compatible with Apple, other smart phones, Android, or windows devices with workable links and videos? If not, when is device compatibility expected?

8. Do we have permission to put software, publication, or eBook on our server?

9. How is the application registered? Internet, phone, email, or a simple activation code? Will internet registration work through a proxy server?

10. Is the software available in an MSI format? Does the software require the CD for it to run?

11. Are any other programs required such as Adobe Reader, Java, QuickTime, Flash, Director, etc?

VI. PROTECTION OF CONFIDENTIAL INFORMATION

Publisher agrees to provide the district with a guarantee of protection of confidential information. Provide details of the publisher's protection to include the following;

1. How can students and staff be added, deleted or managed? Is there a district administrative account that can see every school and account in district?

2. Is there a possibility of creating an <u>automatic</u> upload or feed from our SIS to update students daily or weekly?

3. Can data be moved from year to year? Is there capability to keep historical data on the student from year to year? How is it imported and/or exported or how is student promoted? Can we get a report of the usage that we can obtain?

4. Is there ability to wipe out accounts (delete) or update accounts from year to year in order to start fresh? If accounts are wiped out and a person previously had an account with a certain username, can we reuse the same username?

5. Will there be any confidential information that would be transmitted between our district and publisher? If so, what are your encryption capabilities?

6. Can content be delivered through third party secure content lockers or other secure delivery methods?

7. Can digital content be opened and shared outside of App or secure content locker applications?

VII. COPYRIGHT

Provide details about copyright permission. Include information about printing rights, permission to add internet or intra net links to district staff and student pages, and permission to photocopy resources.

PRINT NAME: _____

SIGNATURE: _____   DATE: _____

POSITION: _____   PHONE #: _____
                    Must be Officer of the Company

Return to:
Address:

Phone:
FAX: