



2024 Instructional Resources Adoption Agreement

Gwinnett County Public Schools

437 Old Peachtree Road NW

Suwanee, GA 30024

(678) 301-6825, fax (678) 301-6826

This document is intended to serve as an Agreement between:

Publisher name: _____ **Publisher Name** _____

Publisher address: _____ **Publisher Address** _____

_____ **City, State & Zip** _____

hereinafter known as the “Publisher” and Gwinnett County Public Schools, hereinafter known as “GCPS,” only after approval by the GCPS Board of Education of selected instructional resources submitted by the Publisher. GCPS Board approval/adoption is indicated by the signature by the GCPS Board’s designee on this Agreement indicating such approval/adoption of the Publisher’s materials.

The purpose of this agreement is to establish the conditions that must be met for instructional resources (including print textbooks and electronic/digital components). If a submitted instructional resource does not meet the provisions outlined in this Agreement, GCPS in its discretion need not consider the resource for approval/adoption. In addition, the GCPS Board has full discretion as to which resources will be selected for approval/adoption.

The period for this agreement begins **dates effective**

A. Course(s) & Resource(s):

GCPS Course Name	Course #	Resource Title

B. Attachments:

The following attachments are included as part of this agreement:

- Attachment A – Proposed Instructional Resources Listing
- Attachment B – Shipping Requirements
- Attachment C – Digital Requirements & Technical Specifications

The following attachments may be included as part of this agreement as necessary:

- Attachment A1 – Instructional Resources Kit Contents
- Attachment A2 – Electronic Instructional Resources
- Attachment D – Additional Terms and/or Conditions (specific to this agreement)

Publisher must initial each of the above attachments and include them in the contract packet submitted to GCPS. Additional documentation may be required based on GCPS guidelines.

- C. **Copyright Date:** To be eligible for approval/adoption consideration, all of the Publisher's resources must be current and have a copyright date of 2018 or later unless the subject matter has not become outdated. If GCPS determines that the content is current and accurate, it may recommend at its sole discretion an instructional resource that has a copyright date earlier than 2018. The Publisher represents and warrants that it owns or has rights to the copyright of all instructional resources listed.
- D. **Correlations:** Publisher may be required to electronically submit a correlation between each resource submitted and the Academic Knowledge and Skills (AKS) and Indicators of Achievement of GCPS and/or the Georgia Standards of Excellence/Georgia Performance Standards, preferably in IMS Global CASE format.
- E. **Gifts or Gratuities:** The following excerpts from GCPS Board of Education policy apply:
- GCPS employees shall not accept a gift favor, loan, reward, political contribution, gratuity, entertainment, transportation, lodging, or meals from students, parents, or potential suppliers who conduct business with GCPS except those of nominal value (less than \$50.00), which must be disclosed to the immediate supervisor and the Department of Internal Audits. Advertising items and instructional products that are widely distributed may be accepted.*
 - GCPS employees are expressly prohibited from soliciting from any present or potential supplier (person, company, firm, or corporation) the right/privilege to purchase goods or services for personal use at prices offered the school system through bids and/or quotes.*
 - In the event a company provides unsolicited incentive type gifts with the shipment of an order, the items should be turned over to the Purchasing Department for disposition. Disposition will be as follows:*
 - Items which have no bearing on school business will be disposed of in the best interest of the school system.*
 - Items which can be instructionally utilized will be forwarded to requesting school.*

Publisher and Publisher's representatives shall not contact GCPS employees for the purpose of promoting text/ instructional resources submitted for recommendation. These provisions will be strictly enforced.

- F. **Manufacturing Standards for Non-Consumable Books:** Any non-consumable student book submitted as a print textbook or as part of a textbook must meet the specific criteria identified in *The Minimum Manufacturing Standards and Specifications for Textbooks* ("Standards") as developed by the State Instructional Materials Review Association ("SIMRA"), in consultation with the Association of American Publishers and the Book Manufacturers' Institute. The SIMRA Standards shall be the official minimum standards and specifications for non-consumable student books as required by GCPS. The GCPS adoption committee may consider for recommendation textbooks that do not meet the SIMRA Standards if there are limited resources of quality submitted for a specific state-funded course.

G. Guarantee of Durability:

- Non-Consumable Print Materials:* Publisher must guarantee that any non-consumable student print material submitted for approval/adoption will endure 8 years of normal use for

the term of this agreement and must agree to replace immediately at no cost to GCPS, including shipping charges, any such components of a textbook that do not stand up to such use.

2. *Electronic-Based Materials*: Publisher must agree to replace immediately at no cost to GCPS, including shipping charges, any electronic-based, non-digital component of a textbook that is physically defective or develops physical defects not caused by the user during the term of this agreement.
3. *Paperback Books, Spiral Bound, and Other Non-Traditional Bound Materials*: Publisher will provide replacement copies of these materials according to the following schedule:
 - First year of adoption: Material not withstanding normal usage will be replaced at no charge with no shipping charges.
 - Second year of adoption: Material not withstanding normal usage will be replaced at 50% of the contract price with only 50% of the shipping charges invoiced to GCPS.
 - Third year of adoption: Material not withstanding normal usage will be replaced at 75% of the contract price with only 75% of the shipping charges invoiced to GCPS.

H. Guarantee of Price / Extension of Agreement: The price for any instructional resources listed on Attachment A must not exceed the price offered by the Publisher to any other school or school authority for substantially the same instructional resources during the period this agreement is in effect. Publisher must offer the same price to other school systems as offered to GCPS and must refund GCPS the difference in price for goods previously ordered at a higher price than what is procured by another school or school authority. Noncompliance may result in the termination of the agreement and the elimination of the Publisher from the pilot/adoption processes of GCPS and restitution for all overpayments.

If at any point during the Agreement period, the Publisher wishes to lower the price on instructional resources, the Publisher must notify GCPS of the revised prices by updating Attachment A and make that same price available to all other school districts. If the price is lowered during the first year of the adoption (i.e., April 1, 2023 to March 31, 2024), the Publisher must agree to pay to any school system which has ordered and paid for instructional resources during this period the difference between the old and new prices.

Upon extension of its adoption cycle, GCPS, in its sole discretion, may extend this agreement at the same prices, terms, and conditions for a period of up to 365 days. Such an extension period is effective only upon mutual agreement by the publisher and GCPS, and such an extension will require an updated addendum to this Agreement specifying the terms and provisions for each succeeding extension period.

- I. **Provision of Teacher Editions:** Publisher must agree to furnish, free of charge, one teacher's edition (or digital license/access) for each teacher using classroom quantities of the adopted resource. *Teacher Edition* is defined as "the material that provides the primary instruction for the teacher in the use of the instructional resource." The number of copies/digital licenses for use as a classroom set will be determined by GCPS.
- J. **Digital Resources:** Refer to Attachment C for the digital requirements and technical specifications for any digital instructional resources.

K. Provision of Files for Production of Materials for Students Who are Print Disabled and Teachers with Disabilities: In accordance with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 Section 1412 (a) (23), Section 1413 (a) (6), Section 1474 (e) (3), and Title III Section 306 (amendment to the copyright act in 17 USC 121), publishers are required to prepare National Instructional Materials Accessibility Standard (NIMAS)-compliant files for all printed student textbooks and related printed core materials for K-12 classroom use in content areas in which the NIMAS has been developed. These NIMAS files shall be used without penalty or royalty by authorized users to produce accessible, specialized formats (i.e., Braille, audio, digital, large-print, or other versions) of materials for students who are blind or who have other print disabilities.

By agreeing to provide the required NIMAS materials in this contract, the Publisher agrees to prepare and submit, within 14 days of the date of the request, a NIMAS file set of the textbook or related core material to the National Instructional Materials Access Center (NIMAC) that complies with the terms and procedures set forth by the NIMAC.

No evaluation or advanced copies will be accepted by NIMAC. Should the publisher be a distributor of the materials and not the publisher, the distributor agrees to immediately notify the Publisher of its obligation to submit the NIMAS file set of the purchased products to NIMAC. Publishers who do not prepare and submit NIMAS files to the NIMAC in accordance with the recommendation process timeline may be subject to the termination of this agreement.

All acceptable textbook revisions as defined in section O(1) of this agreement will be incorporated into the NIMAS file for the book and immediately submitted to the NIMAC.

In addition to electronic version referenced above, other electronic/digital files may be requested for the duration of this contract to meet current and future federal guidelines, such as those outlined in the Individuals with Disabilities Education Improvement Act of 2004.

Electronic files should be provided within 14 days of the date of the request to:

Gwinnett County Public Schools
 Special Education Department
 Instructional Support Center
 437 Old Peachtree Road, NW
 Suwanee, GA 30024

Company contact information regarding electronic versions of files:

Name: _____

Office/Department: _____

Phone Number: _____

E-mail Address: _____

- L. **Shipping:** Prices quoted are freight-on-board (FOB) destination. Freight should be prepaid and charged back to the invoice as a separate line item. Freight charges may not exceed the actual freight charges to publisher and shall never exceed 5% of total cost of physical items/print materials. GCPS is not responsible for materials lost in shipping. There will be no “handling” charges.
- M. **Payment Terms:** Publisher will not delete items from a Purchase Order (PO) without prior notification and approval from GCPS. Publisher is to provide a separate invoice for each delivery (not combining multiple packing slips/shipments on the same invoice). Payment will be made upon receipt of goods/ successful implementation of digital components.
- N. **Delivery of Materials:** Publisher agrees to maintain a sufficient inventory of items referenced in this contract to provide timely delivery of ordered materials. Timely delivery shall mean the receipt of materials at the GCPS Distribution Center within 15 business days from the date the purchase order is provided to the Publisher. The Publisher must communicate “delayed shipment” status to the GCPS Instructional Resources Office in writing for all materials that will not meet the timely delivery requirement and specify the new delivery date(s) for each delayed item. In these cases, GCPS reserves the right to modify the terms of the purchase order, cancel the order, or assess penalties.
- O. **Submission of Revisions:** Publisher must request pre-approval in writing to the Director of Instructional Resources and Support to substitute a revised resource for a resource currently under adoption. This condition applies to any change to the original edition including typographical corrections in the copy. The request must contain details of the revised information and an itemized list of the changes in the revised edition. In addition, a minimum of two complete sets of preview copies of the revised resource (including student edition, teacher edition, and all ancillary items) will be provided. This requirement applies to electronic/digital versions of the text and components as well. The conditions for substituting a revision of a previously adopted text are as follows:
1. The revised edition must be classroom compatible with the original edition. Classroom compatible means that the revised edition can be used in the same classroom with the earlier edition without detriment to either the student using the revised edition or the teacher having students using both editions. GCPS in its sole discretion shall determine if a resource is classroom compatible. Resources that do not meet the requirements for classroom compatibility will not be considered suitable for substitution. If the revised edition is not classroom compatible, GCPS in its sole discretion may accept the edition as a substitute, subject to any conditions set forth by GCPS to minimize lack of compatibility.
 2. The revised textbook must be substituted at the same price as the currently adopted edition for the remainder of the adopted period.
 3. Failure to comply with this provision and/or failure to meet GCPS criteria as stated in O(1) could result in declaration of contract as null and void at the discretion of GCPS.
- P. **Returns:** Return privileges will be granted to GCPS for material in original condition, GCPS to pay freight for the return. Credit will be given by the Publisher at the full contracted price with no “handling” fee(s).

- Q. **Kits:** If kits are included as a part of this contract, Publisher is to supply a detailed listing of individual items within the kit on Attachment A1 including a description of each item. A price listing which is valid for the life of the contract should be included as part of Attachment A1. The entire kit and its components will be at a fixed price for the term of the contract. Publisher agrees to remove any unwanted components out of kits adopted by GCPS prior to delivery.
- R. **Distribution of Material:** Publisher authorizes GCPS to distribute materials, including graphics, from teacher resource materials for use in GCPS professional development and instructional/assessment databases and communication centers. This material may be distributed and used by GCPS employees only on the GCPS-wide area network for instructional and training purposes only. Classroom use of materials will comply with copyright. Rights for use in these databases may extend beyond the term of the contract.
- S. **Laws and Regulations:** Publisher agrees to adhere to all requirements of Georgia Law and State Board rules pertaining to instructional resources. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement is for the benefit of the parties hereto only and is not intended to benefit any third parties or to give rise to any duty or causes of action for any third party.
- T. **Records Retention:** Publisher agrees to make available at all reasonable times during the period set forth below all records relating to this Agreement and/or performance related to this Agreement for inspection or audit by any authorized representative of GCPS. Publisher shall preserve and make available its records for a period of four years from the date of final expiration of this Agreement, and for such period, if any, as is required by applicable statute. If the Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this Agreement, or costs and expenses of any such agreement as to which exception has been taken by GCPS or any of its duly authorized representatives, shall be retained by Publisher until such appeals, litigation, claims, or exceptions have been resolved.
- U. **Inquiries and Complaints:** Publisher shall submit a substantive written response to GCPS for written inquiries and/or complaints regarding goods or services to be provided under this Agreement. Such response shall be postmarked within thirty days of receipt of such inquiry and/or complaint unless additional time is negotiated by the parties in interest.
- V. **Amendments:** No modifications or alteration of this Contract will be valid or effective unless each modification or alteration is made as an amendment to this Agreement and signed by both parties.
- W. **Termination for Cause:** The occurrence of any one or more of the following events shall constitute cause for GCPS to declare the Publisher in default of its obligations under the Contract:
1. The Publisher fails to deliver or has delivered nonconforming service(s)/product(s) of the Agreement; a component fails to perform to the satisfaction of GCPS; or a component is in violation of a material provision of the Agreement;

2. GCPS determines that satisfactory performance of the Agreement is substantially endangered or that a default is likely to occur;
 3. The Publisher fails to make substantial and timely progress toward performance of the Agreement;
 4. The Publisher becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Publisher terminates or suspends its business; or GCPS reasonably believes that the Publisher has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 5. The Publisher has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations, and orders when performing within the scope of the Agreement;
 6. The Publisher has engaged in conduct that has or may expose GCPS to liability, as determined in the sole discretion of GCPS; or
 7. The Publisher has infringed any patent, trademark, copyright, trade dress, or any other intellectual property rights of GCPS or a third party.
- X. **Notice of Default:** If there is a default event caused by the Publisher, GCPS shall provide written notice to the Publisher requesting that the breach or noncompliance be remedied within the period specified in the written notice to the Publisher. If the breach or noncompliance is not remedied within the period of time specified in the written notice, GCPS, as appropriate, may:
1. Immediately terminate the Agreement without additional written notice; and/or
 2. Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies; and/or
 3. Exclude the Publisher and/or its materials from consideration for inclusion in future GCPS pilot/adoption processes.
- Y. **Purchase Orders:** Publisher must follow the Purchase Order (PO) instructions of Gwinnett County Public Schools. Purchase orders will be mailed/faxed/mailed per the contact information on file in the GCPS Purchasing Department. GCPS cannot send POs to multiple locations.
- Z. **Training/Staff Development/Support:** GCPS anticipates that all training, staff development, and technical support for the resource and any digital/electronic components will be included as a complimentary service.



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Gwinnett County Public Schools

By this signature, I acknowledge that I have been notified of and agree to the terms and conditions contained in this Agreement and the attachments.

PUBLISHER:

Signature _____ Date

Name: _____

Title: _____

Publisher: _____

GCPS:

ACCEPTED BY GCPS ON _____

The following signature indicates acceptance on behalf of Gwinnett County Public Schools.

Signature _____ Date

Kevin Kriews
Director of Purchasing & Property Management