



**Waxahachie Independent School District**  
**411 North Gibson Street**  
**Waxahachie, TX 75165**  
**972-923-4631**  
**www.wisd.org**

**Called Meeting | AGENDA**  
**Wednesday, October 4, 2023**  
**5:00 PM**

A Called Meeting of the Board of Trustees of Waxahachie Independent School District will be held Wednesday, October 4, 2023, beginning at 5:00 PM in the Waxahachie ISD Administration Building, 411 N. Gibson St., Waxahachie, TX 75165.

The subjects to be discussed or considered or acted upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. CALL TO ORDER
  - A. Announcement in the Board room by presiding officer that a quorum is present, that the meeting has been duly called, and that notice of the meeting has been duly posted for time and manner required by law.
- II. CLOSED SESSION. Section 551.001 et seq. (if necessary)
  - A. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, including discussing complaints, hiring, resignation, termination, proposal for non renewal, proposal for termination, evaluation, promotion or demotion of personnel. Gov't Code 551.074
  - B. Deliberating the purchase, exchange, lease or value of real property. Gov't Code 551.072
  - C. Deliberation regarding security devices, personnel deployment, or security audits. Gov't Code 551.076.
  - D. Consulting privately with the board's attorney concerning contemplated litigation. Gov't Code 551.071.
  - E. Discussion regarding the duties and responsibilities of School Board members. Gov't Code 551.074.
- III. RECONVENE TO OPEN SESSION
  - A. Open Forum: Hearing of individuals or committees.
- IV. ACTION ITEMS.
  - A. Consideration with possible approval of the purchase of curriculum from Amplify Reading as a pilot program for grades Kindergarten through eighth grade in both print and digital versions for an amount not to exceed \$780,000. 3
- V. ADJOURN

If, during the course of the meeting, a discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

Regular meetings of the Waxahachie ISD Board of Trustees begin at 5 p.m. To respect the time of those being recognized, recognitions will not begin before 6 p.m., and agenda items may be taken out of order to accommodate recognitions. Those being recognized are asked to arrive by 6 p.m.

\*Audience participation is limited to the time allotted for those individuals who submit a Public Comment Card indicating the agenda or non-agenda topic they wish to address. At all other times during Board Meetings, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer. Speaker presentation time will be set by the Board President at the Board dais. No action may be taken regarding the information received by the Board.

\*\*In accordance with state law, public comment may not be used to voice a complaint involving the naming of specific individuals, including but not limited to the names of district employees or students, even if the matter is listed on the agenda. Additionally, no information that may be reasonably linked to an individual person may be spoken about during public comment. All complaints may be directed through the appropriate administrative channels before being presented to the Board:

Students/Parents – Board Policy FNG(LOCAL);  
Employee – Board Policy DGBA(LOCAL); or,  
Community Member – Board Policy GF(LOCAL).

This agenda (one or more pages) is part of a document entitled NOTICE OF MEETING in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. The Waxahachie ISD Administration Building, Board Room, 411 North Gibson Street, Waxahachie, Texas, 75165 is wheelchair accessible. A curb slope entry is available at the rear entrance.

**Waxahachie Independent School District  
BOARD OF TRUSTEES**

**Date:** October 3, 2023      **Presented By:** Dustin Binnicker

**Subject:** Amplify Reading Texas      **Related Page(s)** \_\_\_\_\_

**Action  
Agenda Item**

**EXECUTIVE SUMMARY:**

Purchase of High-Quality Instructional Materials (HQIM) Amplify Reading Texas. These full-subject materials are designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.

**ATTACHMENTS:**

		BOARD PRIORITY GOALS
X	Priority #1	Student Growth
	Priority #2	Honor and Support Staff
	Priority #3	Community and Stakeholder Relationships
	Priority #4	Financial Integrity

**RECOMMENDATION:**

Approve the purchase of Amplify Reading for grades Kindergarten through eighth grade in both print and digital versions in an amount not to exceed \$780,000.00



# Price Quote

## Amplify

55 Washington Street, Suite 800  
 Brooklyn, NY 11201  
 Phone: (800) 823-1969  
 Fax: (646) 403-4700

Quote #: Q-291256-2  
 Date: 9/15/2023  
 Expires On: 10/15/2023

### Customer Contact Information

Christie Wittenburg  
 Waxahachie Ind School District  
 972-923-4631  
 cwittenburg@wisd.org

### Amplify Contact Information

Julie Godfrey  
 Account Executive  
 (817) 360-0527  
 jgodfrey@amplify.com

K-2, Knowledge only; 6-8 Teacher bundles + Student Digital only

### GRADE K: ELAR + SLAR Knowledge only

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX GK Knowledge Teacher Kit - 1yr (2023-2024)	\$850.00	3	1	\$2,550.00	\$850.00
Amplify SLAR Texas GK Knowledge Student Kit - 1yr (2023-2024)	\$83.00	0	76	\$0.00	\$6,308.00
Amplify TX SLAR GK Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	76	0	\$0.00	\$0.00
Amplify ELAR Texas GK Knowledge Teacher Kit - 1yr (2023-2024)	\$630.00	24	11	\$15,120.00	\$6,930.00
Amplify ELAR Texas GK Knowledge Student Kit - 1yr (2023-2024)	\$83.00	0	604	\$0.00	\$50,132.00
Amplify TX ELAR GK Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	604	0	\$0.00	\$0.00
<b>TOTAL</b>				\$17,670.00	\$64,220.00

### GRADE 1: ELAR + SLAR Knowledge only

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G1 Knowledge Teacher Kit - 1yr (2023-2024)	\$950.00	2	2	\$1,900.00	\$1,900.00
Amplify SLAR Texas G1 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	65	\$0.00	\$5,200.00
Amplify TX SLAR G1 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	65	0	\$0.00	\$0.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify ELAR Texas G1 Knowledge Teacher Kit - 1yr (2023-2024)	\$608.00	28	9	\$17,024.00	\$5,472.00
Amplify ELAR Texas G1 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	719	\$0.00	\$57,520.00
Amplify TX ELAR G1 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	719	0	\$0.00	\$0.00
<b>TOTAL</b>				\$18,924.00	\$70,092.00

**GRADE 2: ELAR + SLAR**

Knowledge only

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G2 Knowledge Teacher Kit - 1yr (2023-2024)	\$950.00	2	0	\$1,900.00	\$0.00
Amplify SLAR Texas G2 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	73	\$0.00	\$5,840.00
Amplify TX SLAR G2 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	2	0	\$0.00	\$0.00
Amplify ELAR Texas G2 Knowledge Teacher Kit - 1yr (2023-2024)	\$608.00	31	10	\$18,848.00	\$6,080.00
Amplify ELAR Texas G2 Knowledge Student Kit - 1yr (2023-2024)	\$80.00	0	799	\$0.00	\$63,920.00
Amplify TX ELAR G2 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	799	0	\$0.00	\$0.00
<b>TOTAL</b>				\$20,748.00	\$75,840.00

**GRADE 3: ELAR + SLAR**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G3 Complete Teacher Kit - 1yr (2023-2024)	\$1,408.00	2	0	\$2,816.00	\$0.00
Amplify SLAR TX G3 Complete Student Kit - 1yr (2023-2024)	\$104.00	0	64	\$0.00	\$6,656.00
Amplify TX SLAR G3 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	64	0	\$0.00	\$0.00
Amplify ELAR Texas G3 Complete Teacher Kit - 1yr (2023-2024)	\$1,280.00	23	0	\$29,440.00	\$0.00
Amplify ELAR Texas G3 Complete Student Kit - 1yr (2023-2024)	\$173.00	0	723	\$0.00	\$125,079.00
Amplify TX ELAR G3 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	723	0	\$0.00	\$0.00
<b>TOTAL</b>				\$32,256.00	\$131,735.00

**GRADE 4: ELAR + SLAR**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G4 Complete Teacher Kit - 1yr (2023-2024)	\$1,408.00	2	0	\$2,816.00	\$0.00
Amplify SLAR TX G4 Complete Student Kit - 1yr (2023-2024)	\$104.00	0	55	\$0.00	\$5,720.00
Amplify TX SLAR G4 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	55	0	\$0.00	\$0.00
Amplify ELAR Texas G4 Complete Teacher Kit - 1yr (2023-2024)	\$1,280.00	24	0	\$30,720.00	\$0.00
Amplify ELAR Texas G4 Complete Student Kit - 1yr (2023-2024)	\$173.00	0	906	\$0.00	\$156,738.00
Amplify TX ELAR G4 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	906	0	\$0.00	\$0.00
<b>TOTAL</b>				<b>\$33,536.00</b>	<b>\$162,458.00</b>

**GRADE 5: ELAR + SLAR**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify SLAR TX G5 Complete Teacher Kit - 1yr (2023-2024)	\$1,408.00	2	0	\$2,816.00	\$0.00
Amplify SLAR TX G5 Complete Student Kit - 1yr (2023-2024)	\$104.00	0	74	\$0.00	\$7,696.00
Amplify TX SLAR G5 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	74	0	\$0.00	\$0.00
Amplify ELAR Texas G5 Complete Teacher Kit - 1yr (2023-2024)	\$1,280.00	19	0	\$24,320.00	\$0.00
Amplify ELAR Texas G5 Complete Student Kit - 1yr (2023-2024)	\$173.00	0	814	\$0.00	\$140,822.00
Amplify TX ELAR G5 Multimedia Hub Student License - 1yr (2023-2024)	\$5.00	814	0	\$0.00	\$0.00
<b>TOTAL</b>				<b>\$27,136.00</b>	<b>\$148,518.00</b>

**GRADES 6,7,8**

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G6 Teacher Blended Package (1yr license 2023-2024)	\$180.00	0	7	\$0.00	\$1,260.00
Amplify TX ELAR G6 Student License - 1yr (2023-2024)	\$29.25	0	831	\$0.00	\$24,306.75
Amplify TX ELAR G7 Teacher Blended Package (1yr license 2023-2024)	\$180.00	0	8	\$0.00	\$1,440.00
Amplify TX ELAR G7 Student License - 1yr (2023-2024)	\$29.25	0	788	\$0.00	\$23,049.00
Amplify TX ELAR G8 Teacher Blended Package (1yr license 2023-2024)	\$180.00	0	7	\$0.00	\$1,260.00

PRODUCT	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify TX ELAR G8 Student License - 1yr (2023-2024)	\$29.25	0	813	\$0.00	\$23,780.25
TOTAL				\$0.00	\$75,096.00

### Shipping and Handling

SHIPPING AND HANDLING	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	\$64,607.04	\$64,607.04	\$0.00

TOTAL DISCOUNT \$389,652.04  
 GRAND TOTAL \$727,959.00

### Scope and Duration

#### Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

#### License and Services Term:

- Licenses: 07/01/2023 until 06/30/2024.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

#### Special Terms:

- FOR SHIPPED MATERIALS:
  - Expedited shipping is available at extra charge.
  - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
  - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

### How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit [amplify.com/ordering-support](http://amplify.com/ordering-support) to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

#### Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

**If submitting a purchase order:**

To expedite your order, please visit [amplify.com/ordering-support](https://amplify.com/ordering-support) where you can submit your signed purchase order. You can also email a purchase order to [IncomingPO@amplify.com](mailto:IncomingPO@amplify.com) or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

**If submitting your order via credit card:**

- Please email [Accountsreceivable@amplify.com](mailto:Accountsreceivable@amplify.com) to request a secure credit card payment link

**If submitting your order via sending a check:**

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: [amplify.com/ordering-support](https://amplify.com/ordering-support).**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

**Terms & Conditions**

1. Scope. These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.

2. License. Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

3. Restrictions. Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or

mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).

5. Payments. In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](#) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at [amplify.com/customer-requirements](#).

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. Limitation of Liability. IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. Term/Termination. This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. Miscellaneous. This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand

and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



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# TEA Available Instructional Materials

TEA provides districts and educators with an optional set of high-quality instructional materials (HQIM) designed especially for Texas.

Two scopes of materials are available to school systems in Texas:

- **Full-subject materials:** full sets of materials designed to provide the teacher with everything needed to cover 100% of the Texas Essential Knowledge and Skills (TEKS) in a grade level/band, including scope and sequence, daily lesson plans, and student materials.
- **Supplemental materials:** materials not designed to cover 100% of the TEKS but designed to complement, enrich, and/or extend supports in a particular subject and/or grade band.

For material of any scope, TEA may make it available in two different types of licenses:

- **Texas Open Education Resources (OER):** state-developed materials where the underlying intellectual property is either owned by the state of Texas or it can be freely used and modified by the state in perpetuity. These materials are made freely available forever in digital form to Texas school districts and educators to use or modify as they see fit. They can be printed to ensure students have access to paper instructional materials. In the future, TEA plans to ensure students have access to printed versions at cost. Finally, these materials are updated to improve their quality with new versions over time based on feedback from teachers and parents.
- **Temporary State-Licensed Resources:** state-acquired digital materials where TEA has procured a state-wide license so that the materials are freely available to Texas school districts and educators for a specified range of school years.

School districts and charter schools retain the responsibility under state law to ensure TEKS are covered in ways deemed most appropriate by the local school system. Prior to publication, materials go through a rigorous third-party review based on an approved rubric (<https://texasresourcereview.org/about-trr/rubric-development>). Review criteria include TEKS alignment, support for all learners (including students with disabilities) progress monitoring, implementation supports, age appropriateness, and more. Materials also are subject to a focus group of Texas educators. For most OER materials, TEA operates a continuous improvement process to update the content of the instructional materials to ensure is of the highest quality, based on feedback from districts, teachers, and parents.

When the COVID pandemic began to disrupt in-person learning, Texas public schools were not prepared to provide remote or hybrid instruction with appropriately designed instructional materials, and children fell behind because of lost instructional time. As a result, TEA undertook an accelerated process to acquire effective instructional material resources for schools that could support remote, in-person, and hybrid instruction, both to support schools during the pandemic and to speed up learning recovery efforts longer term. [Click here to learn more about this response and Texas OER content moving forward \(https://tea.texas.gov/sites/default/files/tea-instructional-materials.pdf\)](https://tea.texas.gov/sites/default/files/tea-instructional-materials.pdf) (PDF).

**All content found in OER materials available from TEA is provided online in the links below to allow for maximum transparency so that parents can see lessons offered to their students in classrooms that may be using them; review and feedback (mailto:openeducationresources@tea.texas.gov?subject=OER%20review%20and%20feedback) are always appreciated.**

Visit each material page below to learn more about each product, including online viewing for all materials available to students and teachers.

## Full-Subject Materials: Texas OER

Full-subject materials are designed to cover 100% of the TEKS in the indicated grade level/band. These materials will be updated with new version releases as part of a continuous improvement process (except for K-5 Science).

Grade and Subject	Material Name	Additional Costs	Assessment Platforms	Available in Spanish
		12		

Grade and Subject	Material Name	Additional Costs	Assessment Platforms	Available in Spanish
<b>K-5 RLA</b>	K-5 RLA Literacy Program ( <a href="#">/academics/instructional-materials/tea-available-materials/k-5-rla-literacy-program</a> ) (COVID Emergency Release V3, 2022-23)	Trade books* Print orders	Texas Test Delivery System (TDS) DMAC Eduphoria	Yes
<b>9-12 RLA</b>	9-12 RLA Literacy Program ( <a href="#">/academics/instructional-materials/tea-available-materials/9-12-rla-literacy-program</a> ) (COVID Emergency Release)	Currently not available ( <a href="https://tea.texas.gov/academics/instructional-materials/tea-available-materials/odell-texas-high-school-literacy-program">https://tea.texas.gov/academics/instructional-materials/tea-available-materials/odell-texas-high-school-literacy-program</a> ) (learn more)	N/A	Coming soon
<b>K-5 Math</b>	K-5 Math ( <a href="#">/academics/instructional-materials/tea-available-materials/k-5-math</a> ) (COVID Emergency Release V2, 2022-23)	Manipulative kits Print orders	TDS DMAC Eduphoria	Yes
<b>6-12 Math</b>	6-12 Math ( <a href="#">/academics/instructional-materials/tea-available-materials/6-12-math</a> ) (COVID Emergency Release, Pilot Edition V3, 2023-24)	Print orders	DMAC Eduphoria Carnegie Learning site	Grade 6 content, family guides for all grades
<b>K-5 Science</b>	K-5 Science ( <a href="#">/academics/instructional-materials/tea-available-materials/k-5-science</a> ) (COVID Emergency Release V2, 2022-23)	Science kits* Trade books* Print orders	PDFs available on a microsite	No

\*Denotes a resource that educators may already have access to (e.g., trade books or materials in a science kit) which is required for a high-fidelity implementation of the material.

## Full-Subject Materials: Temporary State-Licensed

These core materials are designed to cover 100% of the TEKS in the indicated grade level/band. They will be freely accessible for a limited time by school districts. If schools wish to continue using them locally after the access term, they will be available for purchase from the vendor.

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
<b>6-8 RLA</b>	Amplify ELAR Texas ( <a href="https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-elar-texas">https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-elar-texas</a> )	Freely available through 9/23	Print orders	No
<b>Pre-K</b>	Teaching Strategies for Texas ( <a href="https://tea.texas.gov/academics/instructional-materials/tea-available-materials/teaching-strategies-for-texas">https://tea.texas.gov/academics/instructional-materials/tea-available-materials/teaching-strategies-for-texas</a> )	Freely available through 11/23	Trade books** Print orders	Teacher and parent content

\*\*Denotes a resource that must be purchased from the vendor for high-fidelity use of the material.

## Supplemental Materials: Texas OER

The following OER supplemental materials for secondary math and science remain available; however, since they were released before COVID, they have not yet been reviewed by a third party and are not currently updated by TEA.

Grade	Material Name	Developing Institution	Additional Costs	License
		13		

Grade	Material Name	Developing Institution	Additional Costs	License
9–12	TEA AP® Biology ( <a href="https://www.texasgateway.org/book/tea-apr-biology">https://www.texasgateway.org/book/tea-apr-biology</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	TEA AP® Macroeconomics ( <a href="https://www.texasgateway.org/book/tea-apr-macroeconomics">https://www.texasgateway.org/book/tea-apr-macroeconomics</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	TEA AP® Microeconomics ( <a href="https://www.texasgateway.org/book/tea-apr-microeconomics">https://www.texasgateway.org/book/tea-apr-microeconomics</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	TEA Physics ( <a href="https://www.texasgateway.org/book/tea-physics">https://www.texasgateway.org/book/tea-physics</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	TEA AP® Physics 1: Algebra-Based ( <a href="https://www.texasgateway.org/book/tea-apr-physics-1-algebra-based">https://www.texasgateway.org/book/tea-apr-physics-1-algebra-based</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	TEA AP® Physics 2: Algebra-Based ( <a href="https://www.texasgateway.org/book/tea-apr-physics-2-algebra-based">https://www.texasgateway.org/book/tea-apr-physics-2-algebra-based</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	TEA Statistics ( <a href="https://www.texasgateway.org/book/tea-statistics">https://www.texasgateway.org/book/tea-statistics</a> )	Rice University's OpenStax ( <a href="https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901">https://www.texasgateway.org/resource/openstax-open-education-resource?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	Study Edge Chemistry ( <a href="https://www.texasgateway.org/book/study-edge-chemistry">https://www.texasgateway.org/book/study-edge-chemistry</a> )	Study Edge ( <a href="https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901">https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	Study Edge Physics ( <a href="https://www.texasgateway.org/book/study-edge-physics">https://www.texasgateway.org/book/study-edge-physics</a> )	Study Edge ( <a href="https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901">https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	Study Edge Precalculus ( <a href="https://www.texasgateway.org/book/study-edge-prec calculus">https://www.texasgateway.org/book/study-edge-prec calculus</a> )	Study Edge ( <a href="https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901">https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )
9–12	Study Edge Statistics ( <a href="https://www.texasgateway.org/book/study-edge-statistics">https://www.texasgateway.org/book/study-edge-statistics</a> )	Study Edge ( <a href="https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901">https://www.texasgateway.org/resource/study-edge-open-education-resource-instructional-materials?binder_id=78901</a> )	None	Creative Commons ( <a href="https://creativecommons.org/licenses/by/4.0/">https://creativecommons.org/licenses/by/4.0/</a> )

## Supplemental Materials: Temporary State-Licensed

These materials are not designed to cover 100% of the TEKS, but they complement, enrich, or extend supports in a particular subject and grade band.

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
K–2 RLA	Amplify Reading Texas ( <a href="https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-reading-texas-and-mclass-intervention">https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-reading-texas-and-mclass-intervention</a> )	Freely available statewide license expired 8/22	None	All content

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
6–8 RLA	Amplify Reading Texas ( <a href="https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-reading-texas-and-mclass-intervention">https://tea.texas.gov/academics/instructional-materials/tea-available-materials/amplify-reading-texas-and-mclass-intervention</a> )	Freely available statewide license through 8/23	None	All content
K–5 Math	ST Math ( <a href="https://tea.texas.gov/academics/instructional-materials/tea-available-materials/st-math">https://tea.texas.gov/academics/instructional-materials/tea-available-materials/st-math</a> )	Freely available statewide license through 12/23	None	Language-neutral platform
6–12 Math	MATHia ( <a href="https://discover.carnegielearning.com/texas-mathia">https://discover.carnegielearning.com/texas-mathia</a> )	Freely available statewide license through 8/23	None	N/A

## Supplemental Tutoring: Temporary State-Licensed

As part of student support in response to COVID learning loss, the following tools have been made temporarily available.

Grade and Subject	Material Name	Digital Access Term	Additional Costs	Available in Spanish
K–5 RLA Tutoring	Amplify mCLASS Intervention ( <a href="https://amplify.com/txtutoring">https://amplify.com/txtutoring</a> ) + Tutoring ( <a href="https://amplify.com/txtutoring">https://amplify.com/txtutoring</a> )	Available via Vetted Texas Tutor Corps ( <a href="https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps">https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps</a> ) through 8/24	None	Pre-lesson English learner supports
K–8 RLA Tutoring	BookNook ( <a href="http://www.booknooklearning.com/Texas/">http://www.booknooklearning.com/Texas/</a> )	Available via Vetted Texas Tutor Corps ( <a href="https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps">https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps</a> ) through 8/23	None	Includes support for Spanish speakers
K–5 Math Tutoring	Zearn Math ( <a href="https://about.zearn.org/partners/texas-tutoring">https://about.zearn.org/partners/texas-tutoring</a> )	Available via Vetted Texas Tutor Corps ( <a href="https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps">https://tea.texas.gov/texas-schools/health-safety-discipline/covid/vetted-texas-tutor-corps</a> ) through 8/24	None	Tutor materials available in English and Spanish

## Digital and Print Access

In addition to digital access, all products allow educators, campuses, or individuals to self-print the materials. For more information on printing instructions or options for purchase, please email us: [printoperations@tea.texas.gov](mailto:printoperations@tea.texas.gov) (<mailto:printoperations@tea.texas.gov?subject=Print%20material%20question>)

## Supporting Students with Disabilities

Specially Designed Instruction (SDI) is changes to the content, methodology, or delivery on instruction students receive when they are eligible for special education support services. SDI Field User Guides are intended to be a bridge between existing student support plans and the instructional content available within the HQIM suite of resources from TEA. For more information, please visit [www.inclusionintexas.org](http://www.inclusionintexas.org) (<http://www.inclusionintexas.org/>).

# Table Definitions

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- **Trade book:** an authentic text written and published for the public that is used within the curriculum; many are commonly found in school libraries
- **Unit reader:** a text developed and compiled by a publisher that is under a license that prevents free use
- **Science kit:** a set of materials for use in hands-on science exploration

# Data Collection and Privacy Practices

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TEA takes data security seriously and has robust protections in place to guard confidential student data. Currently, Open Education Resource products have a digital component that is only accessed by teachers so that they can see lesson plans and related content, no student-level data is captured. Digital versions of OER content for students is limited to PDFs that can be shown on student laptops, although printed versions of the material are preferable for learning. Importantly, no student surveys are ever administered as part of any OER product.

Beyond OER, all digital learning products used in schools must comply with federal & state student privacy laws. Any student data collected, in assessments or otherwise, are fully protected by federal law in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and Texas law including Texas Education Code §32 Subchapter D and Texas Government Code §552.114 and §2054. Any digital learning materials made available to school systems by TEA must meet high standards of data privacy and cybersecurity enforced by contract terms and conditions by TEA and for cloud services must also comply with the Department of Information Resources TX-Ramp program.

## Related Content

### COVID-19 Notice

In the early stages of the COVID-19 impact on schools, TEA went through a rapid review process to support schools with instructional material resources that could be used both in person and remotely as a contingency option. As a result, certain instructional materials were made available on a rapid timeline in 2020 and have been subject to multiple rounds of revisions. Given the timeline for development, errors are to be expected, but the agency remains committed to fixing issues as they are identified. To ensure robust review, feedback is being gathered from parents, caregivers, educators, and organizations across the state. This feedback will inform the continuous improvement of subsequent units and editions.

Help guide continuous improvement by taking our online survey ([https://tea.co1.qualtrics.com/jfe/form/SV\\_42uiRSsRYVZIVqB](https://tea.co1.qualtrics.com/jfe/form/SV_42uiRSsRYVZIVqB)). If you have questions or concerns about the instructional materials, please email us (<mailto:openeducationresources@tea.texas.gov?subject=Open%20Education%20Resources%20revision%20or%20question>).