

TIPS VENDOR AGREEMENT

Between Bright Thinker, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210902 Classroom and Teaching Aids Goods and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **three (3)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **three-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **three years**.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor’s Resellers as Related to This Agreement

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 210902 Classroom and Teaching Aids Goods and Services

Company Name Bright Thinker, Inc

Address 1800 Lakeway Dr. #120

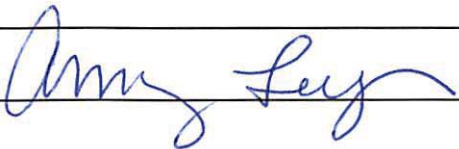
City Lewisville State TX Zip 75057

Phone 469-251-7775 Fax 469-665-8283

Email of Authorized Representative sales@brightthinker.com

Name of Authorized Representative Amy Levy

Title Director of Sales

Signature of Authorized Representative 

Date 10/18/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 11-18-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210902 Addendum 2 BrightThinker, Inc. Supplier Response

Event Information

Number: 210902 Addendum 2
Title: Classroom and Teaching Aids Goods and Services
Type: Request for Proposal
Issue Date: 9/2/2021
Deadline: 10/19/2021 03:00 PM (CT)

Notes: **IF YOU ALREADY HAVE A CONTRACT that allows you to sell all of your offerings, there is NO NEED to respond to this RFP.**
You may respond regardless of the number of contracts you hold, but sometimes it can create conflicts for you with customers as to which contract to utilize.

Those titles could include:
Classroom and Teaching Aids
Academic Curriculum and Instructional Materials
Curriculum and Educational Materials
Science Equipment and Supplies
or other applicable titles for your offerings.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

BrightThinker, Inc. Information

Contact: Amy A Levy
Address: PO Box 292632
Lewisville, TX 75029
Phone: (469) 464-5420
Fax: (469) 663-8283
Email: sales@brightthinker.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Amy Levy
Signature

sales@brightthinker.com
Email

Submitted at 10/19/2021 2:00:27 PM

Requested Attachments

Agreement Signature Form

TIPS Vendor Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210902 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

2021-22 Course Catalog.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

210902 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

2021-22_Course_List_OTHER.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

LOGO.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

210902 CONFIDENTIALITY CLAIM FORM_completed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

w9 2021.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	<p>Yes - No</p> <p>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</p> <p><input type="text" value="NO"/></p>
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2	<p>Yes - No</p> <p>Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/.</p> <p>Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.</p> <p><input type="text" value="No"/></p>
3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p><input type="text" value="Yes"/></p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p><input type="text" value="No response"/></p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p><input type="text" value="Bright Thinker offers a complete online solution for both core and elective courses for grades K-12. Our partner schools have found Bright Thinker is useful for remote learning, blended learning, credit recovery, remediation and base curriculum purpose. Bright Thinker, Inc., is based in Lewisville, Texas. Beginning in 2015, our TEKS-aligned curriculum was developed in both paper and digital forms to serve students in K-12th grades."/></p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p><input type="text" value="Amy Levy"/></p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p><input type="text" value="Director of Sales"/></p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p><input type="text" value="sales@brightthinker.com"/></p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="4692517775"/></p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="4696658283"/></p>

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4692517775"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Donald Royal"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="COO"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="droyal@bluelearning.com"/>
----------------------	---

1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4694645420"/>
----------------------	--

1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Don Royal"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="droyal@bluelearning.com"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4694645420"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Amy Levy"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="accountsreceivable@brightthinker.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4692517775"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="brightthinker.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
2 6	Primary Address Primary Address <input type="text" value="1800 Lakeway Dr., Ste 120"/>
2 7	Primary Address City Primary Address City <input type="text" value="Lewisville"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="75057"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Digital curriculum, online courses, educational software"/>

**3
1** Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

**3
2** Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

**3
3** Company Residence (City)

Vendor's principal place of business is in the city of?

Lewisvill,

**3
4** Company Residence (State)

Vendor's principal place of business is in the state of?

TX

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

36 MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

37 Catalog or list pricing of vendor

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

38 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

4
0

Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1

Years in Business as Proposing Company

Years in business as proposing company?

4
2

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

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Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4
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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

**4
5** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

**4
6** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4
7** **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

**4
8** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**4
9** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 5 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5 6 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6
3

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

6
4

If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
5

Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

**6
6** ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

**6
7** Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

**6
8 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6
9 Remedies Explanation of No Answer**

**7
0 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7
1 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7
3** **Infringement(s) Explanation of No Answer**

No response

**7
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7
5** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

7 Insurance and Fingerprint Requirements Information

6 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

8 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 & 2271 Verification Form**

9 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

8 **Logos and other company marks**

0 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
1 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

8
2 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
3 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
4 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
5 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 1 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9 2 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 3 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 4 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

Required Confidential Information Status Form

Bright Thinker, Inc.

Name of company

Amy Levy, Director of Sales

Printed Name and Title of authorized company officer declaring below the confidential status of material

1800 Lakeway Dr. #120

Lewisville

TX

75057 P: 469-251-7775

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

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If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Amy Levy Date 10/18/2021

Bright Thinker[®]

2021-2022 COURSE LIST



ENGLISH LANGUAGE ARTS

- Kindergarten Language Arts
- Kindergarten Phonics/Spelling/
Penmanship
- 1st Grade Phonics & Spelling
- 1st Grade Grammar & Penmanship
- 1st Grade Reading and
Comprehension
- 2nd Grade Phonics & Spelling
- 2nd Grade Grammar & Penmanship
- 2nd Grade Reading and
Comprehension
- 3rd Grade English Language Arts
- 4th Grade English Language Arts
- 5th Grade English Language Arts
- 6th Grade English Language Arts
- 7th Grade English Language Arts
- 8th Grade English Language Arts
- English I
- English II
- English III
- English IV
- Literary Genres
- Speech Communication

Print Only:

- Creative Writing*

MATHEMATICS

- Kindergarten Math
- 1st Grade Math
- 2nd Grade Math
- 3rd Grade Math
- 4th Grade Math
- 5th Grade Math
- 6th Grade Math
- 7th Grade Math
- 8th Grade Math
- Algebra I
- Algebra I Supplement (2nd Edition)
- Geometry
- Algebra II
- Math Models
- Precalculus

SOCIAL STUDIES/HISTORY

- Kindergarten Social Studies
- 1st Grade Social Studies
- 2nd Grade Social Studies
- 3rd Grade Social Studies
- 4th Grade Social Studies
(U.S. Geography)
- 5th Grade Social Studies
(U.S. History)
- 6th Grade Social Studies
(World Cultures)
- 7th Grade Ancient World History
- 8th Grade Social Studies
(U.S. History)
- World Geography
- World History
- United States History
- Economics
- United States Government

SCIENCE

- Kindergarten Science
- 1st Grade Science
- 2nd Grade Science
- 3rd Grade Science
- 4th Grade Science
- 5th Grade Science
- 6th Grade Science
- 7th Grade Science
- 8th Grade Science
- Biology
- Integrated Physics and Chemistry
(Physical Science)
- Chemistry
- Physics
- Aquatic Science
- Environmental Systems
- Astronomy

ELECTIVES

- 3rd Grade Art
- 3rd Grade Health
- 3rd Grade Music
- 4th Grade Art
- 4th Grade Health
- 4th Grade Music
- 5th Grade Art
- 5th Grade Health
- 5th Grade Music
- 6th Grade Health
- Middle School Health
- Middle School Art
- Middle School Music
- Middle School Theater
- Art History
- High School Health
- Music Appreciation
- Bible Literacy Old Testament
- Bible Literacy New Testament
- Logic I
- Logic II
- Personal Finance
- Psychology
- Speech Communications
- Spanish I
- Web Communications

DIAGNOSTICS

- English Diagnostic
 - Math Diagnostic
- 1 semester 2 semesters

CAREER DEVELOPMENT

- Investigating Careers
(middle school)
- Career Prep

Print Only:

- College and Career Transitions*

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CAREER & TECHNOLOGY EDUCATION

- Accounting I
- Advertising
- Anatomy and Physiology
- Audio/Visual Production
- Business Management
- Child Development
- Counseling and Mental Health
- Entrepreneurship
- Medical Microbiology
- Medical Terminology
- Principles of Business, Marketing, and Finance
- Principles of Education & Training
- Principles of Government and Public Administration
- Principles of Health Science
- Principles of Human Services
- Sports & Entertainment Marketing
- Video Game Design
- Virtual Business
- World Health Research

OUR CURRICULUM

BrightThinker[®] provides quality, character-based digital learning options that equip students to be academically successful with ample opportunities for practice, deeper learning, and proof of mastery.

Teachers and parents have invested partners in the students' learning. BrightThinker courses are flexible for teachers and students to use or modify to meet individual needs in a blended environment.

Courses are academically rigorous and provide different levels of learning to meet all necessary state assessment requirements. Throughout the curriculum, students build vocabulary and become better readers by taking ownership of their learning. Students also receive character education embedded within the course material to encourage a life of moral excellence.

BrightThinker curriculum allows students to progress at their own rate. Students who are more skilled or have previous knowledge may proceed at a quicker pace in the areas of their strengths. Students who need more time to grasp academic concepts are encouraged to do their best but can work at their proficiency levels and proceed as they are capable.

Gary H. Arnold

EXECUTIVE VP

iSVA students and staff love the Bright Thinker curriculum. Our favorite features included the easy customization for all learners including special education and gifted students, the engaging videos and the focus on improving reading comprehension in every lesson. The courses have a consistent design that makes navigation simple for all users.

Kathryn Spradlin

MATH TEACHER

Bright Thinker is an amazing program that is very teacher friendly and makes learning fun! As the teacher just learning how to navigate Bright Thinker, I was impressed by how simple it was and how customizable the program is for your specific teaching. Can't wait to use the program fully in the fall!

Jason Taylor

DAEP ADMINISTRATOR

Our students have greatly benefited from Bright Thinker. Some of our students are placed on a DAEP (Disciplinary Alternative Education Program) campus, and they needed to have access to rigorous, grade-level curriculum to supplement the course work they were also completing from their previous campus.

EDUCATING MODERN LEARNERS

www.BrightThinker.com

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Bright Thinker

EDUCATING MODERN LEARNERS

2021-22 COURSE CATALOG



BRIGHT THINKER PROVIDES:

QUALITY, CHARACTER-BASED DIGITAL LEARNING OPTIONS THAT EQUIPS STUDENTS TO BE ACADEMICALLY SUCCESSFUL WITH OPPORTUNITIES FOR PRACTICE, DEEPER LEARNING, AND PROOF OF MASTERY

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Each care subject consists of 10 units. Typically, students work on one Unit in each subject daily. Most students complete at least 60 units per year.



Bright Thinker®

2021-2022 COURSE LIST




ENGLISH LANGUAGE ARTS




- Kindergarten Language Arts
- Kindergarten Phonics/Spelling/ Penmanship
- 1st Grade Phonics & Spelling
- 1st Grade Grammar & Penmanship
- 1st Grade Reading and Comprehension
- 2nd Grade Phonics & Spelling
- 2nd Grade Grammar & Penmanship
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- 7th Grade English Language Arts
- 8th Grade English Language Arts
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-  English II
-  English III
-  English IV
-  Literary Genres
-  Speech Communication

Print Only:

-  *Creative Writing*

MATHEMATICS








- Kindergarten Math
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-  Precalculus











SOCIAL STUDIES/HISTORY

- Kinder Social Studies
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-  Environmental Systems
-  Astronomy

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-  Music Appreciation
-  Bible Literacy Old Testament
-  Bible Literacy New Testament
-  Logic I
-  Logic II
-  Personal Finance
-  Psychology
-  Web Communications

STAAR® STUDY GUIDES

- 3rd Grade Reading & Writing STAAR®
- 5th Grade Science STAAR®
- 5th Grade Math STAAR®
- 8th Grade Science STAAR®
- 8th Grade U.S. History STAAR®
- 8th Grade Math STAAR®
- Algebra I STAAR®
- Biology STAAR®
- English I STAAR®
- English II STAAR®
- United States History STAAR®

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EDUCATING MODERN LEARNERS

www.BrightThinker.com


DIAGNOSTICS

English Diagnostic

Math Diagnostic


 1 semester  2 semesters

CAREER & TECHNOLOGY EDUCATION

-  Accounting I
-  Advertising
-  Anatomy and Physiology
-  Audio/Visual Production
-  Business Management
-  Child Development
-  Counseling and Mental Health
-  Entrepreneurship
-  Medical Microbiology
-  Medical Terminology
-  Principles of Business, Marketing, and Finance
-  Principles of Education & Training
-  Principles of Government and Public Administration
-  Principles of Health Science
-  Principles of Human Services
-  Sports & Entertainment Marketing
-  Video Game Design
-  Virtual Business
-  World Health Research

CAREER DEVELOPMENT

Investigating Career s
(middle school)

-  Career Prep

Print Only:

-  [College and Career Transitions](#)

K-12 CURRICULUM

Bright Thinker offers a variety of K-12 online curriculum solutions and is backed by an experienced team of educators, researchers, technologists and instructional designers who are committed to making learning accessible for all students. Our streamlined interface gives students the tools they need to succeed by giving them individualized learning experiences. Bright Thinker features customizable lessons, levels of instruction, interactive videos, and more - All in one spot!

WHAT IS A UNIT?

Bright Thinker has taken the traditional-style textbook and divided it into bite-sized, obtainable work-texts called Units. Each grade level consists of 10 Units in each core subject for a full-credit course. Half credit courses are usually 5 Units.

Bright Thinker stands out from other curriculum providers with its individualized, self-instructional, mastery-based approach. Units allow students to absorb subject material according to their learning abilities with minimal assistance rather than being pushed forward or held back by their abilities or age. Students may move ahead in some subject areas and proceed at a slower pace in others. Overall, students progress forward once they have demonstrated success.



BrightThinker

ENGLISH LANGUAGE ARTS



KINDERGARTEN LANGUAGE ARTS

2 SEMESTERS

Kindergarten Language Arts introduces students to a variety of literary and informational texts. Students will learn about basic story elements and plot sequences through classic pieces of children's literature. First, students will explore nursery rhymes, such as "Hickory Dickory Dock." Then, students will move on to fables, fairy tales, and folk tales, such as "Sleeping Beauty" and "The Three Little Pigs." This course will also teach students how to use informational texts for learning. Students will learn the parts of a book and how to use text features to gain understanding. In each Unit, students will complete fun activities that bring texts to life. Students will demonstrate their ability to describe stories, make connections, and use standard English conventions in a variety of ways, including speaking and drawing.



KINDERGARTEN PHONICS/SPELLING/PENMANSHIP

2 SEMESTERS

Phonics, Spelling, and Penmanship teaches students how to read and write letters and words, focusing on the mechanics side of language. This course explicitly and systematically teaches students the letter sounds in the English language. Students will acquire automaticity of 68 different phonograms by continually reviewing the letter sounds through listening, speaking, reading, and writing. The immediate recall of sounds and letters is necessary for students to become better readers, spellers, and writers. This course prepares a student to read by explicitly and systematically teaching how to spell and read individual words. Once students can effortlessly read individual words, they are then ready to comprehend sentences. For penmanship, students learn and practice proper sitting posture, correct pencil grip, directions for paper slant, and the steps for writing manuscript. When students can form letters with automaticity and ease, they can focus on what they want to say. Writing by hand creates kinesthetic memories of letters, which also helps students learn how to read.



1ST GRADE PHONICS & SPELLING

2 SEMESTERS

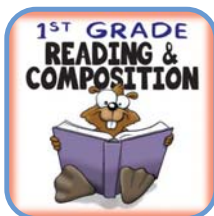
Phonics, Spelling, and Penmanship teaches students how to read and write letters and words, focusing on the mechanics side of language. This course explicitly and systematically teaches students the letter sounds in the English language. Students will acquire automaticity of 72 different phonograms by continually reviewing the letter sounds through listening, speaking, reading, and writing. The immediate recall of sounds and letters is necessary for students to become better readers, spellers, and writers. Students will use spelling rules learned in kindergarten as well as learn additional rules to help them spell and read a variety of words. Once students can effortlessly read individual words, they are then ready to comprehend and write sentences.



1ST GRADE GRAMMAR & PENMANSHIP

2 SEMESTERS

1st Grade Grammar and Penmanship teaches students to communicate clearly in writing. Through penmanship instruction, students will learn how to form all lowercase and uppercase manuscript letters. Each penmanship Lesson reinforces the letters, phonograms, and words that are introduced in the corresponding Phonics and Spelling Lesson. Through grammar instruction, students will learn the purpose of words, sentences, and punctuation. Students begin by learning about parts of speech and parts of sentences and build up to whole sentences and punctuation rules. Throughout the course, students will construct their own writing handbook. The handbook will include examples of manuscript letters as well as grammar terms and rules. The course culminates in students writing correspondences to authentically practice grammar and penmanship.



1ST GRADE READING & COMPREHENSION

2 SEMESTERS

In 1st Grade Reading and Composition, students will explore the patterns of literary and informational texts. The course begins by providing explicit instructions for academic vocabulary and comprehension skills. Then, each Unit guides students through the process of close reading. Students will read a variety of literature, including fun and classic pieces such as “Twinkle, Twinkle, Little Star” and “Goldilocks and the Three Bears.” Students will practice using reading strategies to understand the literal meaning and purpose of a text. Students will also learn how to use evidence to make predictions and inferences about texts. At the end of each Unit, students will apply their learning of texts by composing their own texts.



2ND GRADE PHONICS & SPELLING

2 SEMESTERS

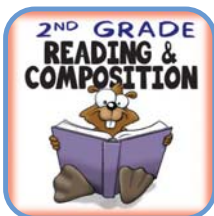
Phonics, Spelling, and Penmanship teaches students how to read and write letters and words. It focuses on the mechanics side of language. This course explicitly and systematically teaches students the letter sounds in the English language. Students will acquire automaticity of 72 different phonograms by continually reviewing the letter sounds through listening, speaking, reading, and writing. The immediate recall of sounds and letters is necessary for students to become better readers, spellers, and writers. This course prepares a student to read by explicitly and systematically teaching how to spell and read individual words. Students will use spelling rules learned in 1st grade as well as learn additional rules to help them spell and read a variety of words with increasing complexity. Once students can effortlessly read individual words, they are then ready to comprehend and write sentences.



2ND GRADE GRAMMAR & PENMANSHIP

2 SEMESTERS

In 2nd Grade Grammar and Penmanship, students will focus on their writing skills. The penmanship instruction reinforces the letters, phonograms, and words that are introduced in Phonics and Spelling. Students will review and practice the steps to form all lowercase and uppercase manuscript letters. Students will also learn the steps to form all lowercase and uppercase cursive letters. The grammar instruction strengthens the skills necessary for reading and composition. Students will learn the functions of words, phrases, and clauses in sentences so that they can comprehend and compose sentences. Students begin by learning about parts of speech and parts of sentences and build up to whole sentences and punctuation rules. Throughout the course, students will construct their own writing handbook. The handbook will include example of manuscript and cursive letters as well as grammar terms and rules. The course culminates in students writing correspondences in cursive to authentically practice grammar and penmanship.



2ND GRADE READING & COMPREHENSION

2 SEMESTERS

In 2nd Grade Reading and Composition, students will strengthen their understanding of patterns in texts. Each Unit provides a combination of literary and informational texts. Students will learn how a poem, a story, and an informational text can convey different messages about the same topic. The course provides a variety of literature, including fun and classic pieces such as “The Lion and the Mouse” and “Cinderella.” It also provides contemporary informational texts such as a news article from 2020 about Baby Yoda. Students will build effective reading habits by practicing reading strategies before, during, and after reading. Before reading, students will learn vocabulary words that appear in the text and reflect on their background knowledge of the text’s genre. During reading, students will confirm predictions and answer questions. After reading, students will discuss the author’s purpose and make connections. At the end of each Unit, students will apply their learning to their own lives by investigating a topic or composing a text.

Visit www.BrightThinker.com To Learn More



3RD GRADE ENGLISH & LANGUAGE ARTS

2 SEMESTERS

This course provides students instruction and practice in reading, comprehending, and analyzing various genres. Students will also learn skills to become stronger writers while creating texts for various purposes. Students will complete basic research tasks. In addition, students will learn spelling, grammar, and conventions to strengthen their writing. They will also learn and practice skills and strategies to build their vocabulary. Students will further their communication skills by listening, speaking, and working with peers. Students will also learn and utilize cursive writing.



4TH GRADE ENGLISH & LANGUAGE ARTS

2 SEMESTERS

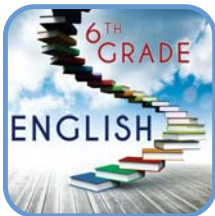
Covering 4th Grade ELAR objectives, this course builds upon third-grade skills and vocabulary development. The focus is reading comprehension of main ideas, details, and themes. Students also keep a reading journal and compare different genre elements. Students write narratives and various essays, including a persuasive essay and an informative research paper. They also evaluate graphic elements, media, and speeches. In the area of cooperative learning, students practice good listening and discussion skills. Additionally, they use technology to make a presentation and self-evaluate their performance.



5TH GRADE ENGLISH & LANGUAGE ARTS

2 SEMESTERS

All standard conventions of English grammar are thoroughly covered. Vocabulary and spelling are spiraled throughout and include word roots, affixes, use of the dictionary, and using context. Students will read and analyze all major genres and be asked to imitate each in their own writing. Students analyze the novel *Number the Stars*. The students compose all forms of writing required by the state standards and are given detailed instructions in formal research and essays. A section on media literacy is included. Many lessons require peer collaboration. Fluency in reading aloud is taught overtly.



6TH GRADE ENGLISH & LANGUAGE ARTS

2 SEMESTERS

This course provides an overview in reading/comprehension of various genres including fiction and non-fiction. Students read the novel *Hatchet* by Gary Paulsen and analyze the main character's development. Various activities emphasize informative and fiction writing, including planning, research, use of organizers, drafting, revision, and editing. Instruction also includes grammar basics and mechanics such as combining sentences and using correct punctuation. Analytical exercises consist of comparing genres, evaluating media, and identifying and using persuasion. Additionally, students practice necessary life skills such as communication and presentation, reflecting on the importance of collaboration in teamwork.



7TH GRADE ENGLISH & LANGUAGE ARTS

2 SEMESTERS

In this course, students will learn and apply new skills in reading, writing, and oral communication. Students will consider the importance of establishing a purpose in reading and identifying themes. Reading assignments include short stories, myths, legends, true stories, and expository texts. Students will read and critique the historical novel *Chasing Lincoln's Killer*. Students will plan, draft, revise, proofread, edit, and publish a fictional narrative and an expository essay. Students will research reliable sources in order to create a research essay and accompanying multimedia presentation. Exploring the poetic devices of sensory and figurative language, students will create a poem of their own. Students will develop oral communication skills by preparing and presenting persuasive and instructional speeches. The course finishes with an investigation of communication in teamwork and collaboration.



8TH GRADE ENGLISH & LANGUAGE ARTS

2 SEMESTERS

This course will expand students' reading horizons and communication skills. Investigating narrative, epic, lyric, and free verse poetry, students will develop an appreciation for the sound, structure, and language of poetry. Students will better understand the elements of literature after reading O. Henry's "A Retrieved Reformation," Agatha Christie's *Murder on the Orient Express*, and William Gibson's *The Miracle Worker*. Writing projects include creating a personal narrative, a procedural text, and a multimedia research presentation. Students will examine various forms of media and learn to distinguish bias when evaluating a persuasive text. Presenting a persuasive speech, participating in a debate, and practicing formal and informal speaking and listening will enhance students' communication skills.



ENGLISH I

2 SEMESTERS

English I launches a four-year journey during which students will confidently master grammar, develop advanced communication skills, and learn to analyze and appreciate challenging literature. The course begins with grammar fundamentals including sentence structure, parts of speech, and phrases and clauses. Students' vocabulary will expand through a study of technology, literary terms, and words with multiple meanings. Culturally diverse texts will emphasize literary elements and techniques while an overview of short and long prose will delve into excerpts from *The Odyssey*. Reading *Animal Farm* and *Romeo and Juliet* will expand the students' literary world. Writing skills will advance as students learn and apply the steps for creating a research paper. The course includes coverage of effective speaking and listening.



ENGLISH II

2 SEMESTERS

English II begins with a major focus on grammar to help students become stronger writers. Students then analyze literary genre elements in various excerpts of classical stories. A major focus is the Greek drama, *Antigone*, by Sophocles. The novel, *To Kill a Mockingbird*, by Harper Lee is required with this course to study for analysis, as well. Students compare informational texts and have various writing projects. For example, they write an analytical essay on a short story and a persuasive essay that they also present as a speech. Their research paper is about a topic they choose on the Civil Rights Movement in which they construct a multimedia presentation to accompany it. Additionally, this course includes work-related documents with students constructing their own resumés and letters.



ENGLISH III

2 SEMESTERS

In English III, students focus on the development of American Literature and compare it with ideas and forms of literature around the world. Students review the basics of the language arts, then scaffold with practices of increasing complexity to meet the required grade-level objectives of analytical thinking. Engaging in a step-by-step process, students learn to write complex analyses and argumentative papers. Students also learn principles in research, teamwork, discussion, and presentation skills. The text that should accompany the course is the musical, *Fiddler on the Roof*, by Joseph Stein. This play highlights literary devices as well as the ideas of immigration and cultural assimilation with supporting literature. Additionally, students explore college and career planning as well as tips for dealing with information in technology today.



ENGLISH IV

2 SEMESTERS

English IV emphasizes the interpretation of various types of literature from different time periods. The genres covered include fiction, drama, and poetry. The dramatic play *Cyrano de Bergerac* is read and studied for its use of language to convey dilemmas and themes. Poetry studies include a survey of British poetry as well as ancient and modern poetry from various cultures and in various periods. Students are also given a wide range of writing assignments. For example, students produce a fiction story and a script. They also write essays evaluating literary elements. The course also includes research and writing arguments with logic. These various writing assignments help prepare students for end-of-course and SAT essay writing. Coverage is also given to analyzing and evaluating media and speeches, as well as using presentation and discussion skills.



LITERARY GENRES

2 SEMESTERS

Literary Genres is a senior-level course in which students will explore and analyze a variety of literature. A grammar review precedes a study of rhetorical and literary devices, as well as a brief survey of the major literary forms. Students will read a variety of fictional selections and stories including The Canterbury Tales, various mythologies, Beowulf, Hansel and Gretel, Dracula, and Edgar Allan Poe’s “The Masque of the Red Death.” Students will better understand drama after reading excerpts from William Shakespeare’s plays and will contemplate timeless poems by Robert Frost, Emily Dickinson, Walt Whitman, Lord Byron, and other poets. Comparing and contrasting speeches by Barack Obama and Ronald Reagan will assist students in analyzing persuasive texts. The course concludes with a look at perspective in nonfiction texts, such as diaries and autobiographies.



SPEECH COMMUNICATION

1 SEMESTER

Speech Communication seeks to improve the interpersonal and public communication skills of students. Surveying the communication process, students will learn the components and functions of communication, differentiate between oral and nonverbal communication, and comprehend the listening process. Developing familiarity with self and personal strengths and weaknesses, students will boost self-confidence as public speakers in situations such as speeches or interviews. The course will culminate with students applying their acquired communication skills in researching, preparing, and giving a speech.






CREATIVE WRITING

2 SEMESTERS

Creative Writing encourages students to write, reason, and relate to the world creatively. By engaging in a wide variety of exercises, students will learn how to express themselves creatively. Students will be writing creatively and reading in a range of domains including reflection, interpretation, evaluation, synthesis, persuasion, controversial issues, and experimentation. Students will demonstrate skills in these forms: fictional writing, short stories, poetry, and drama.

COMPARE

			
ROBUST DATA ANALYTICS	✓	✓	✓
STREAMLINED LAYOUT AND CONTENT	✓	✗	✗
INSTANT COMMUNICATION TOOLS	✓	✗	✗
STANDARDS-ALIGNED CURRICULUM	✓	✗	✗





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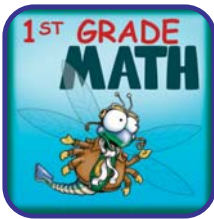
MATHEMATICS



KINDERGARTEN MATH

2 SEMESTERS

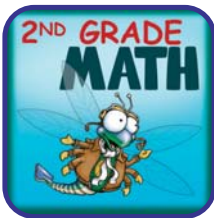
Kindergarten Math explores fundamental concepts of numbers, helping students to make connections between concrete objects and numbers. For the numbers 1-20, students learn to recognize word forms, identify and write numerical values, and compare numbers using symbols ($<$, $>$, $=$). Students master counting to 100 and skip counting by tens. Students learn that addition is the joining of numbers, and subtraction is the separation of numbers. The course teaches students addition and subtraction to 10 using models, pictures, number bonds, and number lines. Other concepts covered in this course include shapes and their attributes, measurements, data collection and sorting, picture graphs, and financial literacy. Throughout the course, students get hands-on experience and practice counting with manipulatives, number lines, and charts. Colorful, clear, and engaging visuals are used throughout the course to enhance student learning.



1ST GRADE MATH

2 SEMESTERS

In 1st Grade Math, students will extend their understanding of number concepts from 0 to 120. The course starts with a review of kindergarten concepts and introduces place value. Students will compare numbers using symbols ($<$, $>$, $=$) and number lines. The course teaches students addition and subtraction using multiple methods. The methods include composing and decomposing numbers with number bonds, number lines, hundreds charts, doubles, doubles plus one, ten less ten more, place value models, expanded and standard forms, and algorithms. These methods are also used for missing values and story problems. Other concepts covered in this course include shapes and solids, fractions, measurements of length and time, data collection, pictographs and bar graphs, and financial literacy and U.S. currency. Throughout the course, students practice addition and subtraction math facts for numbers up to 20. Each Unit also has hands-on activities and projects to further students' understanding of spiraling concepts.



2ND GRADE MATH

2 SEMESTERS

2nd Grade Math extends students' understanding of number concepts and place value up to the number 1,200. The course starts with teaching students to read and write numbers in different forms. Students will compare numbers using symbols ($<$, $>$, $=$) and number lines. Students will also learn about even and odd numbers. The course teaches students addition and subtraction using multiple methods and spiraling. Methods include composing and decomposing numbers with expanded and standard forms, number lines, hundreds charts, place value models, and algorithms. These methods are also applied in solving one- and two-step word problems. Students learn to use mental math to add tens and hundreds. The mental math also helps students better understand place value. Other concepts covered in this course include fractions, multiplication and division, geometric shapes, measurements, time, data from pictographs and bar graphs, money, and financial literacy. Throughout the course, students practice addition and subtraction math facts for numbers up to 20.

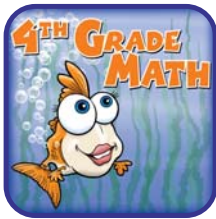
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3RD GRADE MATH

2 SEMESTERS

The primary focal areas in 3rd Grade Math are place value, operations of whole numbers, and understanding fractional units. Students will learn the purpose of rounding numbers and learn to identify values on a number line. Students will perform the operations of addition, subtraction, multiplication, and division. They will learn and practice multiplication through 10. They will also learn to model division in different ways, including grouping and using arrays. The mathematical strands of algebraic reasoning, geometry and measurement, and data analysis are presented and practiced. The use of tables, graphs, and charts is thoroughly explained, and concepts of financial literacy are also covered.



4TH GRADE MATH

2 SEMESTERS

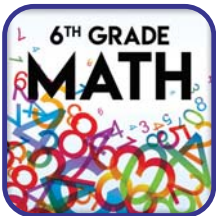
The primary focal areas in 4th Grade Math are the use of operations, fractions and decimals, and describing and analyzing geometry and measurement. Students will practice multiplication and divide 4-digit numbers by single-digit divisors. They will also learn about estimating quotients. Students will learn and practice addition and subtraction of fractions. Algebraic concepts will include working with equations and solving multi-step problems. Perimeter and area problems will also be performed. Financial literacy topics are also covered.



5TH GRADE MATH

2 SEMESTERS

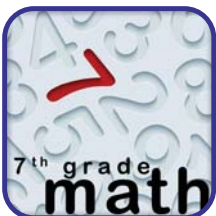
5th Grade Math will develop students' mathematical problem-solving skills. Beginning with an overview of place values, students will learn to regroup numbers and estimate sums and differences. Students will learn to multiply and divide numbers with more than one digit. Proficiency will be gained in adding, subtracting, multiplying, and dividing fractions and whole numbers. Students will solve problems using basic numerical and algebraic expressions. Geometry includes lines, angles, polygons, and polyhedrons. Customary and metric measurements will be used to solve problems. Students will organize and present mathematical data using line graphs, scatterplots, bar graphs, and other visual aids. The course concludes with the application of math skills in the study of financial concepts.



6TH GRADE MATH

2 SEMESTERS

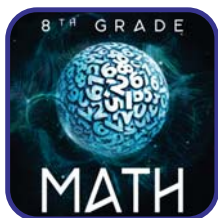
Sixth grade math has a primary focus in the area of numbers and their operations, proportionally, expressions and equations, geometry, measurements, and statistics. Students are exposed to concepts, including fractions, decimal operations, and ratios. They learn and practice the geometric principles of area and volume. In algebra, students learn to balance equations, solve inequalities, and perform functions. Students are also taught and given the opportunity to practice statistical representations and interpretation of data. Further topics on financial literacy are also covered in this course.



7TH GRADE MATH

2 SEMESTERS

This course reviews many concepts of mathematics, and it introduces new concepts of graphing and financial information. Students work with sets and subsets, rational and irrational numbers, and exponents. Other topics include order of operations, additive inverses, and a thorough treatment of decimals. Algebraic concepts include ratios, rates, proportions, equations, and inequalities. Geometry concepts include triangles, circles, and circumferences. Students are taught graphing concepts such as plotting in different forms. Probability is covered, as well as financial topics, including interest, taxes, and budgeting.



8TH GRADE MATH

2 SEMESTERS

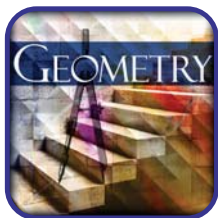
This course emphasizes the application of mathematics to real-life scenarios, helping the student to build skills in problem solving. Its topics include expressions, equations, relationships, proportions, geometric shapes, measurements, and the use of information. Emphasis is given to the interpretation and creation of graphs and charts that express, describe, and apply data. Students are also given instruction in finance, especially in the area of personal financial literacy. This course ensures that students have mastered the basic skills needed to enter high school mathematics courses.



ALGEBRA I

2 SEMESTERS

Algebra I is a common starting point for high school math studies. A review of fundamental math skills in unit 1 will ensure students are ready for algebraic concepts. Students' math competence will grow as they learn to solve expressions, functions, and equations by using formulas, ratios, proportions, percentages, and rates. Other concepts include exponents and scientific notation, polynomials and trinomials, multi-step inequalities, slope formulas, and systems of equations and inequalities. Students will solve quadratic functions through various methods including graphing, factoring, square roots, completing the square, and the quadratic equation. Using tables and graphs, students will analyze and organize data and statistics. Students will learn to work and solve exponential, radical, and rational functions and equations. The final unit ties algebraic concepts to the study of geometry.



GEOMETRY

2 SEMESTERS

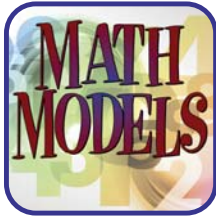
This course, dealing primarily with two-dimensional Euclidean geometry and solid geometry, promotes the development of logical reasoning skills and is useful in many life situations. Beginning with the fundamental concepts of line segments and angles, students will progress to conditional statements, geometric and algebraic proofs, and line relationships. In studying polygons, students will learn the properties of triangles, quadrilaterals, and circles along with geometrical concepts including the Pythagorean Theorem and the relationship of pi (π) to circumference and area in a circle. In the study of solid geometry, students will learn how to determine area and volume for prisms, cylinders, pyramids, cones, and spheres. Students will apply learned geometric skills in working with ratios, similarities, transformations, and symmetry before concluding the course with an inquiry into the fundamentals of trigonometry.



ALGEBRA II

2 SEMESTERS

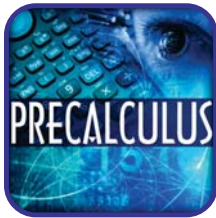
Algebra II will consolidate and build on students' knowledge acquired in Algebra I. After a review of Algebra I concepts, students will take an in-depth look at linear equations, inequalities, and functions. Students will be introduced to matrices, apply Cramer's Rule in solving linear systems, and solve graphs and equations of conic sections. Using graphs, factoring, and the quadratic formula, students will solve quadratic equations, inequalities, and functions. Students will investigate how to graph, factor, invert and solve polynomials, as well as solve rational expressions, radical expressions, fractional exponents, and rational inequalities. Students will examine the properties, transformations, and applications of exponential and logarithmic functions. Applying probability and data analysis, students will determine probability and model data. The final unit will present trigonometric concepts to prepare students advancing to trigonometry.



MATHEMATICAL MODELS

2 SEMESTERS

The Math Models course applies mathematical concepts to real-life situations. The course begins with a review of basic math concepts before presenting an overview of geometry, probability and statistics, and problem-solving. Students will learn to conduct and analyze research by collecting and describing data using graphs and models that find application in disciplines as diverse as science, trigonometry, art, architecture, and music. Students will employ theoretical, empirical, and binomial probability to predict the likelihood of outcomes. Using math models, students will better understand personal finance issues including compensation, budgeting, taxes, bank accounts, and compound interest. Applying math models to analyze the pros and cons of credit cards, renting or purchasing a home, leasing or purchasing a vehicle, and investments and insurance will enable students to be smarter consumers.



PRECALCULUS

2 SEMESTERS

Precalculus explores a wide variety of mathematical concepts with the goal of preparing students for calculus or other college-level math courses. A review of number properties, factoring, the quadratic formula, and the Cartesian coordinate system will prepare students for advanced math concepts. Students will use graphing calculators to plot graphs and solve equations. Students will learn to solve a variety of problems including parent functions, transformations, even and odd functions, domain and range, operations, linear functions, regression, correlation, quadratic functions, polynomials, asymptotes, and exponential, logistic, and logarithmic functions. Trigonometric studies include angle measurement, arc length, functions, reciprocal and quotient identities, Pythagorean identities, sines, and cosines. Sequences and series precede inquiries into the characteristics and applications of conic sections and vectors. The course concludes with an investigation into parametric equations and polar equations.

THE SMARTER WAY TO LEARN



English II - Activities

- Lesson 1 - Elements of Plot
- Lesson 2 - Elements of Plot

Lesson 2 - Elements of Plot

Foreshadowing

Foreshadowing occurs when an author hints at events or conditions that occur later in the story. Foreshadowing often serves to increase suspense in a story because it leads the reader to anticipate an exciting event that might happen later. Some instances of foreshadowing are not immediately apparent. As you read, watch for details the author points out that might be hints or clues to a later event in the story.

Flashback

A flashback occurs when the author interrupts the main story line to tell about an event that happened in the past. The event holds significance to the story and is sometimes necessary to the reader's full understanding of the story. Flashbacks often provide necessary background information or reveal details about a character that can strengthen the reader's understanding of that character.

As you read Henry's selection throughout the remainder of this unit and also within courses, you will be asked to analyze the past the selections. When you analyze the past, consider the conflicts of the story, the order and pacing of the action, and any other techniques authors use to advance the story line.

Now, you will read and analyze the past of a short story by O. Henry, the presentation of William Sydney Porter. O. Henry is one of the most famous and prolific American short story writers. Most of O. Henry's short stories were written after serving three years of a five-year prison term for embezzlement, and some of the characters in his short stories are reflections of his criminal past. O. Henry is best known for his witty, playful writing style and unexpected plot twists. As you read the story, "Hearts and Hands," focus on the development of the plot, considering the elements discussed in the Lesson.

Colorful Verbs

TRANSLATION RESEARCH

How to Build a SNOWMAN
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SOCIAL STUDIES/HISTORY



KINDERGARTEN SOCIAL STUDIES

2 SEMESTERS

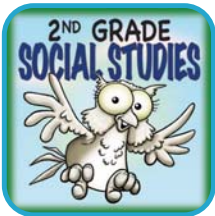
Kindergarten Social Studies introduces young learners to the social sciences. The course starts with an invitation to learners to investigate how people use jobs to meet basic needs and wants. Next, students will discover how traditions, kinship, and religion shape each family's culture. An introduction to basic map skills is followed by a survey of basic landforms and bodies of water. The course then transitions into a study of the role of leaders, the relationship between government and rules, and an introduction to national symbols including the U.S. flag. Students will discover the meaning behind selected patriotic holidays before concluding the course with a look at how technology affects our lives.



1ST GRADE SOCIAL STUDIES

2 SEMESTERS

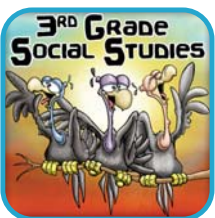
This course builds on basic concepts introduced in kindergarten. The first two Units will teach students to use geography tools to interpret maps and globes. The focus then shifts to government. Learners will investigate how the United States was formed, survey the structure of our government, and identify and analyze the meaning of national symbols. Students will next study the role of states before learning about citizenship. Unit 8 will introduce learners to patriotic, community, and family customs and traditions. Students will then investigate basic economic concepts including goods, services, choices, spending, and savings before concluding the course with an examination of how technology changes the way humans work and play.



2ND GRADE SOCIAL STUDIES

2 SEMESTERS

2nd Grade Social Studies introduces students to basic government, citizenship, history, economic, cultural, and geographic concepts. This is accomplished as they investigate communities, neighborhoods, holidays, symbols, monuments, the continents and oceans, and the virtues of the free enterprise system. The course begins with a look at rural, suburban, and urban communities. Students then learn about local neighborhoods and the people who live and work in them. The concept of neighborhood expands as the course progresses to include the state, nation, and world. Along the way, students will meet good citizens who helped their communities, including John Hancock, Sojourner Truth, and the Navajo Code Talkers.



3RD GRADE SOCIAL STUDIES

2 SEMESTERS

The theme of 3rd Grade Social Studies is community. Students will compare and contrast different types of communities and discover how cultural diversity adds richness and meaning to life in communities. As the course progresses, students will be introduced to the concept of living in a larger world community. They will learn about heroic men and women who overcame adversity and made their communities better places to live. Students will apply map-reading skills and examine source documents that will help them place communities and events in geographical and historical context. Students will learn that they have a responsibility to improve their communities and will identify ways to participate through nonprofit groups, government, and the free enterprise system.



3RD GRADE OKLAHOMA STATE HISTORY

2 SEMESTERS

3rd Grade Oklahoma Studies introduces the student to the amazing history and culture of Oklahoma. The course begins with a primer on social studies skills such as reading maps. Students then explore the diverse geographic regions of Oklahoma. Civics and government are the focus of module 2. This is followed by Oklahoma history, beginning with the state's prehistory and early contact between Native Americans and Europeans. Students will learn how the Trail of Tears brought the Five Tribes to Oklahoma and then survey the rapid chain of events that transformed Oklahoma from frontier to statehood. After covering recent historical events, the course concludes with a look at Oklahoma's economic industries and cultural contributions.



4TH GRADE U.S. GEOGRAPHY

2 SEMESTERS

This course is a geographical survey of the United States and its territories. While emphasizing geography, the course is presented within the context of the other strands of social studies, including history, culture, and economics. This approach allows students to apply their new knowledge of U.S. geography to interpret and understand how geography affects the lives of all Americans. Unit 1 introduces students to the study of geography, including basic map skills. Units 2 through 8 employ a topical approach to study the regions of the continental United States. The course ends with a survey of the unique American jewels of Alaska, Hawaii, and the five organized U.S. territories.



4TH GRADE CALIFORNIA STATE HISTORY

2 SEMESTERS

California State History is a social science adventure guiding the student through the history of the Golden State. The course begins with a primer on social studies skills, such as reading maps. Students then explore the diverse geographic regions of California. Module 2 begins an extended look at California history with an investigation into the culture of Native Americans. Students will then analyze the effect of the arrival of European explorers and Spanish rule. Next, they will follow the transition to Mexican rule and subsequent rapid colonization and statehood driven by the 1849 Gold Rush. After surveying history to the present day, the course concludes with in-depth investigations into California's government, economic structure and industries, and cultural contributions.



4TH GRADE TEXAS STATE HISTORY

2 SEMESTERS

In 4th Grade, students will study the history of Texas. Students will investigate the origins of the first peoples to populate Texas and analyze the effects that European explorers imposed on their way of life. Students will discover facts about the six flags of Texas, beginning with the establishment of Spanish missions in the 17th century to the present-day State of Texas. Students will learn about the spirit of Texas independence and the importance of resisting tyranny during an in-depth examination of the Texas Revolution. The many colorful and resourceful figures in Texas history will entertain and inform students. Students will compare and contrast Texas government with the federal government as established by the U.S. Constitution. Students will learn about the Texas economy and revered holidays.



5TH GRADE SOCIAL STUDIES - U.S. HISTORY

2 SEMESTERS

The 5th Grade Social Studies students will engage in a broad survey of U.S. history. Beginning with the discovery of the Western Hemisphere during the Age of Discovery, students will follow the transformation of the United States from a wilderness in the 17th century to a world power during the 20th century. Students will examine founding documents and analyze how government, political parties, and the free enterprise system have shaped the development of the United States. Geographical skills will be tested as students memorize the location of all 50 states and the names of their capitals. In addition, students will examine their rights and duties as citizens and analyze the impact of technology and culture on the lives of Americans.



6TH GRADE SOCIAL STUDIES - WORLD CULTURES **2 SEMESTERS**

The World Cultures course seeks to expand the knowledge of students beyond their local community to appreciate the diversity of the world at large. The course begins with a survey of ancient civilizations and the development of the Middle East's three major religions. In unit 2, students will study the classical foundations of Western civilization and survey European nations. Unit 3 surveys American history, culture, and the role of citizens. The remainder of the course takes students on a whirlwind tour of dozens of many nations around the world, exploring the history, geography, governmental systems, customs, and cuisine of each.



7TH GRADE TEXAS HISTORY **2 SEMESTERS**

Students will appreciate their Texas heritage by exploring the state's fascinating history. The course begins with an investigation of Native American culture. Students will discover how three centuries under Spanish control continues to influence the state today. In unit 4, the action kicks into high gear with the arrival of Anglo colonists led by Stephen F. Austin and other empresarios. Students will analyze the causes of conflict with Mexico and survey events including the Alamo and the Battle of San Jacinto that led to Texas Independence. Next, the events of the Republic of Texas lead to annexation and a critical role as part of the Confederate States during the Civil War. The course concludes by surveying the growth of Texas through the 20th century and into the 21st century.



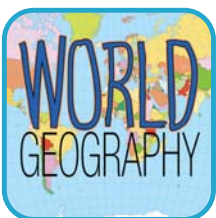
7TH GRADE ANCIENT WORLD HISTORY **2 SEMESTERS**

This course introduces students to basic geography of the continents, including boundaries, rivers, and landforms. Students are introduced to the early history of people groups, including civilizations in Mesopotamia, Egypt, and China, and the foundations of western civilization: ancient Greece and Rome. The languages, art, literature, societies, and way of life of these cultures are covered. The rise and fall of world kingdoms is discussed, ending with the fall of Rome in 476. Further studies into subsequent civilizations include the Byzantine Empire, rise of nations, and events in the world through the Renaissance and Reformation. Information is presented concerning the rise of many different world cultures.



8TH GRADE SOCIAL STUDIES - U.S. HISTORY TO 1877 **2 SEMESTERS**

This course employs an integrative approach to the teaching of U.S. history with an emphasis on geography, government, economics, culture, science, and technology. Students will learn how early explorations and development of the first colonies led to the union of 13 states as one nation. Students will examine and analyze important founding documents including the Declaration of Independence and the U.S. Constitution. A survey of the events will reveal how Americans embraced the idea of Manifest Destiny and expanded the nation across North America. Students will follow and analyze the complex issues leading up to the American Civil War. The course concludes with a look at post-war issues.



WORLD GEOGRAPHY **2 SEMESTERS**

In World Geography, students will learn the six essentials of geography: spatial terms, places and regions, physical systems, human systems, environment and society, and uses of geography. After a broad survey of Earth's structure, hydrosphere, and climates, the focus of each unit narrows to a particular region of the world. By examining the physical geography of each region, including water resources, climate, vegetation, and natural resources, students will understand the influence of geography on economic activities, human culture, and history. In addition, students will investigate the impact of human activity on the environment, including pollution and development, and consider the implications.



WORLD HISTORY

2 SEMESTERS

World History is a survey of the development of civilizations from prehistoric times to the present. The journey begins with ancient civilizations including Mesopotamia, Egypt, and China, and the foundations of western civilization: ancient Greece and Rome. Students will analyze developments in Africa, Asia, and Europe during the Middle Ages, including the Crusades. Students will understand how the Renaissance and Reformation provided a springboard for the Age of Reason and the Scientific Revolution. An inquiry into events such as the American War of Independence and the French Revolution will prepare students to consider the great advances and social upheaval sparked by the Industrial Revolution. Students will probe the causes, events, and consequences of the two world wars and the rise and fall of Communism. The course concludes with a look at developments shaping current events.



U.S. HISTORY SINCE 1877

2 SEMESTERS

U.S. History Since 1877 details the American story from Reconstruction to the present day. Beginning with western expansion, students will analyze the impact of events including the rise of cities and capitalism, the Alaska Purchase, and the Spanish-American War. Students will understand how technological advances including the assembly line and harnessing electricity, as well as the Progressive agenda of societal reform, influenced American prosperity. Students will consider America's rise to a world power during World War I before probing events leading up to World War II, including the Great Depression. Students will examine the momentous war and its consequences, including the Cold War and the Korean War, and investigate later 20th-century events, including the Reagan era and the Persian Gulf War. The course concludes with a look at recent events, including the War on Terrorists.



ECONOMICS

1 SEMESTER

The Economics course begins with a survey of the basic principles concerning production, consumption, and distribution of goods and services within the free enterprise system. Students will examine the rights and responsibilities of consumers and businesses, analyze the interaction of supply, demand, and price, and study the role of financial institutions. Types of business ownership, market structures, and basic concepts of consumer economics will be surveyed. The impact of a variety of factors including geography, government intervention, economic philosophies, historic documents, societal values, scientific discoveries and technological innovations on the national economy, and economic policy will be an integral part of the course. Students will apply critical-thinking skills to create economic models and to evaluate economic activity patterns. Students will also examine the knowledge and skills necessary as self-supporting adults to make critical decisions relating to personal financial matters such as seeking college financial aid, using credit wisely, and balancing financial accounts.



U.S. GOVERNMENT

1 SEMESTER

U.S. Government commences its examination of American democracy with a general overview of the purpose, types, origin, and formation of governments. Students will explore how colonial self-rule, English law, and weaknesses in the Articles of Confederation influenced the formation of the U.S. Constitution. Students will investigate the principles of the Constitution and the federal system. The purpose, powers, and relationships among the American institutions of self-government—Congress, Presidency, and the Judiciary—will be examined as well as federal, state, and local governments. Students will become aware of their civic responsibility to vote and participate in the governmental process as they gain understanding of the functions and organization of political parties, the evolution of the two-party system, and the influence of public opinion and political ideology on government decisions.





Bright Thinker SCIENCE



KINDERGARTEN SCIENCE

2 SEMESTERS

Kindergarten Science lays the foundation for investigation and reasoning in science. The course includes three main domains; life science, Earth and space science, and physical science. Students will develop a basic understanding of science and skills necessary to conduct experiments, such as how to ask questions, communicate ideas, and make observations using the five senses. Students will engage in life science concepts, including animal parts and characteristics, plants and their life cycle, and basic needs of all living things. In Earth and space science, students will explore patterns in the natural world by observing and comparing different rocks, soil, and water. The course develops the student's understanding of objects in the sky and the patterns they create, such as day and night, seasons, and weather. Students will discover the concepts of matter and energy by exploring the physical properties, location, and motion of objects and materials.



1ST GRADE SCIENCE

2 SEMESTERS

In 1st Grade Science, students use inquiry and the five senses to learn about and explore the natural world. Students will develop the skills needed to ask questions and seek out answers, including making predictions and observations, collecting data, and organizing data. Students will explore three main domains of inquiry; life science, Earth and space science, and physical science. In life science, students further their understanding of living versus nonliving things and the basic needs of living things. Earth and space science includes the cycles and systems of the natural world, such as rocks, soil, and water. In physical science, students will investigate and classify matter by its properties, predict changes to materials when they are heated and cooled, describe the importance of light, heat and sound energy, and demonstrate that objects move in different ways. Throughout the course, students engage in asking questions, communicating ideas, and using scientific tools.



2ND GRADE SCIENCE

2 SEMESTERS

In 2nd Grade Science, students learn and practice fundamental science concepts. It addresses the need for students to read information for themselves, while giving students opportunities for hands-on science investigations. The course carefully introduces students to new vocabulary with support through regular repetition of key words. The students are introduced to scientific investigation and reasoning, as well as science tools and lab rules. Students will learn to identify and demonstrate how to use, conserve, and dispose of natural resources and materials by conserving water and reusing or recycling paper, plastic, and metal. Covered topics include matter, energy, force, motion, natural resources, space, and organisms, such as plants and animals.



3RD GRADE SCIENCE

2 SEMESTERS

The study of science in 3rd Grade includes conducting descriptive investigations using scientific methods, analyzing data, and making tables and graphs. Students use tools such as collecting nets, sound recorders, and spring scales to collect, analyze, and record information. In this integrated science course, students explore many scientific concepts and will perform tasks such as measuring physical properties of matter; describing the forms of energy; investigating how forces cause change; describing rapid changes to Earth's surface; comparing different landforms; creating models of the solar system; understanding the structures of living organisms and how they interact with each other and the environment, and comparing life cycles of different plants and animals.



4TH GRADE SCIENCE

2 SEMESTERS

The study of science in 4th Grade includes conducting descriptive investigations using scientific methods, analyzing data, and making graphs. Students use tools such as beakers, compasses, and balances to collect, analyze, and record information. In this integrated science course, students explore many scientific concepts and will perform tasks such as measuring physical properties of matter; predicting how matter changes with heating and cooling; describing the forms of energy and its cycles; understanding slow changes to Earth's surface; recognizing weather patterns and using weather maps; understanding the structures and relationships of living organisms and their environment; illustrating and comparing life cycles of different plants and animals; and investigating patterns in the Sun, Earth, Moon system, including shadows and lunar phases.



5TH GRADE SCIENCE

2 SEMESTERS

The study of science in 5th Grade includes conducting descriptive and experimental investigations using scientific methods, analyzing data, and making models. Students use tools such as beakers, magnets, and spring scales to collect, analyze, and record information. In this integrated science course, students classify matter by its physical properties; describe the forms of energy and its cycles; investigate how forces cause change; diagram changes to Earth's surface; compare Earth's renewable and nonrenewable resources; understand the structures of living organisms and how they interact with each other and the environment; and recognize patterns in the Sun, Earth, Moon system.



6TH GRADE SCIENCE

2 SEMESTERS

6th Grade Science is an integrated course surveying essential concepts in physics, geology, chemistry, astronomy, and biology. Students will investigate elements and compounds while learning the basics of chemistry. Students will examine different forms of energy and the laws of motion. An investigation of the structure of the earth will precede a study of the characteristics and properties of rocks, minerals, and fossils. A study of astronomy, including galaxies, stars, and the solar system will provide a context in which students will consider the history and future of space exploration. The course concludes with an inquiry into cells, classification, and ecology. Throughout the course, there are lab investigations, including video labs, to reinforce science concepts and skills.



7TH GRADE SCIENCE

2 SEMESTERS

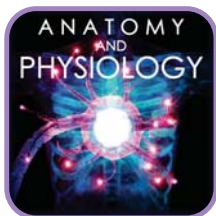
The 7th Grade Science course will deepen students' understanding of life science. The course begins with the basic building blocks of life—cells. A unit on genetics will challenge students to investigate how DNA, genes, and proteins affect reproduction. Students will learn about different life processes and the importance of water, nitrogen, and carbon cycles. Students will analyze the effect of climate and weather on life and the environment. An investigation into human body systems, including the skeletal, respiratory, and immune systems, precedes the concluding unit on ecology where students will learn how living things interact with their environments. Throughout the course, there are lab investigations to reinforce science concepts and skills.



8TH GRADE SCIENCE

2 SEMESTERS

8th Grade Science will challenge students with an integrated study of earth, physical, and biological sciences. Students will analyze the relationship between the Earth, Sun, and Moon. Students will better understand the changing earth as they survey physical processes, such as erosion and weathering, and the characteristics of rocks and minerals. A unit on oceanography will introduce students to the geological, chemical, and biological aspects of the ocean. Students will consider the fundamentals of matter and energy along with the application of energy, force, and motion in physics. Units on plant and animal biology will introduce students to the importance of habitats and earth cycles in sustaining life. The course concludes with a look at the human impact on the earth. Throughout the course, there are lab investigations to reinforce science concepts and skills.



ANATOMY AND PHYSIOLOGY

2 SEMESTERS

Anatomy and Physiology introduces students to the structures and functions of the amazing body. Students learn about different organ systems and how they work together to maintain life. Some of these organ systems include the circulatory, digestive, integumentary reproductive, and respiratory systems. Students examine different diseases that affect these systems and the treatments (both traditional and new) used to fight these diseases. The development and effects of aging on the different organ systems are explored throughout Anatomy and Physiology.



AQUATIC SCIENCE

2 SEMESTERS

In Aquatic Science students will test, predict, and learn about water and things pertaining to water. The first unit will guide students to think of water as a system. Learning the chemistry and physics of water, students will complete a course project by applying scientific methods to collect and analyze data on a local body of water. A survey of the physical properties of the ocean, including their formation and composition, will precede an inquiry into how the atmosphere and sun interact with the hydrosphere to create weather. Students will examine the elements and properties of aquatic ecosystems, including aquatic biology and marine and freshwater ecosystems. In the final unit, students will consider the relationship between humans and water, including challenges such as population growth competing for resources with agriculture and industry.



ASTRONOMY

2 SEMESTERS

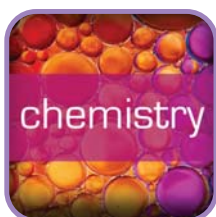
Beginning with a look at astronomy's history, students will recognize the contributions of Ptolemy, Copernicus, Galileo, and Newton to our understanding of the universe. The second unit investigates telescopes and detectors such as radio receivers. An examination of the characteristics and processes of the Sun will be followed by a look at the terrestrial planets: Mercury, Venus, and Mars. After studying the Earth-Moon system, students will explore facts about the minor planets, Jupiter, Saturn, and the outer planets. Moving beyond the solar system, students will learn the characteristics of stars, galaxies, and deep space objects. Students will better appreciate the night sky after learning the constellations and will ponder the origin and fate of the universe with an inquiry into impermanence, special and general relativity, and cosmology.



BIOLOGY

2 SEMESTERS

In Biology, students will develop an appreciation for the living world. A brief history of biology followed by an investigation of the basic unit of life—the cell—will prepare students for deeper research. Students will explore topics concerning genetics, including meiosis, heredity, and DNA. Students will consider natural selection, the origin of life theories, and the mechanics of evolution. An exploration of “little critters” such as bacteria precedes a study of plant structures, processes, and reproduction. Students will inquire into animal behavior and characteristics as they study invertebrates, amphibians, reptiles, birds, and mammals, among others. An inspection of nutrition and disease will lead students to examine human body systems. The course will conclude with an analysis of the interdependence of living things in ecosystems.



CHEMISTRY

2 SEMESTERS

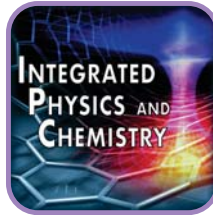
A foundational branch of physical science, the principles, and laws of chemistry find many applications in business, technology, health care, and other fields outside traditional scientific areas. Beginning with a look at measurements, calculations, data analysis, and the scientific method, students will investigate the properties of elements, compounds, and mixtures. A survey of the history of theories of atomic structure will lead students to MendeléeV's periodic table and an inspection of the periodic law. Next, students will apply atomic theory in the study of molecular and chemical bonding interactions through chemical formulas, reactions, and stoichiometry. Students' knowledge will expand as they learn about the states of matter, gas laws, solutions, acids and bases, thermochemistry and reaction kinetics, and oxidation-reduction reactions. The course concludes with inquiries into organic chemistry, biochemistry, and nuclear chemistry. Throughout the course, there are lab investigations, including video labs, to reinforce science concepts and skills.



ENVIRONMENTAL SYSTEMS

2 SEMESTERS

In Environmental Systems, students will learn about different Earth systems, how they interact with each other, and how humans impact these systems. Students will look at the scientific bases for land, water, atmosphere, and biosphere systems; discuss several environmental problems; analyze possible solutions; delve into laws already in existence; and discuss any possible future laws. Critical thinking will be required, as well as the ability to argue points from both sides of an issue. Throughout the course, there will be lab investigations, including video labs, to reinforce scientific concepts and skills.



INTEGRATED PHYSICS AND CHEMISTRY (PHYSICAL SCIENCE)

2 SEMESTERS

In IPC, students will learn many fascinating chemistry and physics concepts. Students have a brief introduction to the scientific method, lab safety, and the metric system. The study of chemistry begins with the atomic theory and the Periodic Table, applying theory to develop chemical formulas and balance equations. The course includes investigations into acids and bases, gas laws, and nuclear chemistry. Students explore Newton's laws of motion and other physics concepts including mass, force, motion, velocity, acceleration, gravity, and energy. A study of electricity and magnetism, simple machines, the laws of thermodynamics, and energy waves rounds out the physics portion of the course. Throughout the course, there are lab investigations, including video labs, to reinforce science concepts and skills.



PHYSICS

2 SEMESTERS

In this course, students will learn physics concepts, including matter and energy, motion and force, speed, velocity, and acceleration in order to better understand how the universe behaves. A survey of the historical development of physics as a foundational branch of science will lead to recognition of the contributions of Newton, Einstein, Planck, and others. Students will apply physics concepts as they study gravity and acceleration, momentum, motion, and energy. The concepts of work and power will become evident as students learn how machines use torque and force to accomplish work. Students will recognize the roles of each fundamental force and will investigate electrostatics, thermodynamics, waveforms, particles, and quantum physics. Following an examination of the nucleus, radioactivity, fission, and fusion, the course concludes with the theories of special and general relativity. Throughout the course, there are lab investigations, including video labs, to reinforce science concepts and skills.

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3RD GRADE ART

2 SEMESTERS

The study of art in 3rd Grade begins by exploring the basics of art, including the elements of art and principles of design. In this integrated art course, students explore the many ideas and themes found throughout art history. Each Module advances students' art skills by requiring hands-on Projects, utilizing the skills studied and gained in each Lesson. Students utilize multiple art tools and technologies to produce a variety of mediums. Projects include creating drawings, paintings, prints, sculptures, ceramics, mixed media, installation art, digital art, and photography. The course concludes with an exploration of available art and career opportunities along with the creation of a professional art portfolio showcasing the work created throughout the course.



3RD GRADE MUSIC

2 SEMESTERS

The study of music in 3rd Grade focuses on basic sight-reading skills, performing folk dances, and learning the history of folk music in America. Students will learn to play songs in 2/4 and 4/4 time signatures on the soprano recorder. Virtual games teach students to listen for changes in dynamics, count the number of beats, and recognize where measures start and end. By the end of the year, students will know how to read music and play the recorder. They will also know how to clog-dance and how to behave during a formal music concert. The goal of the 3rd Grade Music course is to learn musical performance, active listening skills, and mindfulness in a fun and relaxed environment.



3RD GRADE HEALTH

2 SEMESTERS

The 3rd Grade Health course builds on the knowledge and skills learned in the second grade. In this course, the student acquires the health information and skills necessary to become healthy adults and learn about behaviors in which they should and should not participate. Skills are taught in seeking guidance in the area of health from parents, how personal behaviors can increase or reduce health risks throughout the lifespan, how health is influenced by a variety of factors, and how to recognize health information and products. Beyond physical health, this course helps students learn personal/interpersonal skills needed to promote individual, family, and community health. Several projects help the student expand health thinking and practice skills learned in the course.



4TH GRADE ART

2 SEMESTERS

The study of art in 4th Grade begins by exploring the basics of art, including the elements of art and principles of design. In this integrated art course, students explore the many ideas and themes found throughout art history. Each Module advances students' art skills by requiring hands-on Projects, utilizing the skills studied and gained in each Lesson. Students utilize multiple art tools and technologies to produce a variety of mediums. Projects include creating drawings, paintings, prints, sculptures, ceramics, mixed media, installation art, digital art, and photography. The course concludes with an exploration of available art and career opportunities along with the creation of a professional art portfolio showcasing the work created throughout the course.



4TH GRADE MUSIC

2 SEMESTERS

The study of music in 4th Grade opens the gateway into exciting development. Building upon the basics covered in 3rd Grade (while still teaching these basics in order to function as a stand-alone course), 4th Grade music allows students the opportunity to learn how music recording and distribution has changed over the years. Students will learn to conduct and play music on the recorder in 2/4, 3/4, and 4/4 time signatures while also learning different musical forms. 4th Grade music has a focus on Texas heritage, noting the influence of Mexican-American, African-American, and European immigrant culture on the music and dancing of the state. Students will listen to great examples of music from a variety of instruments, historical recordings, and cultures as their understanding and respect for different varieties of music increases.



4TH GRADE HEALTH

2 SEMESTERS

In 4th Grade Health, the student acquires the health information and skills necessary to become healthy adults and learn about behaviors in which they should and should not participate. Skills are taught in seeking guidance in the area of health from parents, how personal behaviors can increase or reduce health risks throughout the lifespan, how health is influenced by a variety of factors, and how to recognize health information and products. In addition to learning age-specific health information on a variety of health topics, students learn how their behaviors affect their body systems. Students are taught the consequences of unsafe behaviors while using social skills to deal with peer pressure and communicate effectively.



5TH GRADE ART

2 SEMESTERS

The study of art in 4th Grade begins by exploring the basics of art, including the elements of art and principles of design. In this integrated art course, students explore the many ideas and themes found throughout art history. Each Module advances students' art skills by requiring hands-on Projects, utilizing the skills studied and gained in each Lesson. Students utilize multiple art tools and technologies to produce a variety of mediums. Projects include creating drawings, paintings, prints, sculptures, ceramics, mixed media, installation art, digital art, and photography. The course concludes with an exploration of available art and career opportunities along with the creation of a professional art portfolio showcasing the work created throughout the course.



5TH GRADE MUSIC

2 SEMESTERS

The study of music in 5th Grade integrates singing into the student's musical experience. The 5th Grade course enhances sight singing skills by adding in new examples with different key signatures and compound time signatures. Musical form is taught through activities that allow students to express themselves and talk freely about the music and films they prefer, while also providing the critical vocabulary needed to describe this music in a more polished manner. Cultural representation is a key factor in 5th Grade Music, with African-American, Native-American, American Sign Language, and European immigrant representation. Students will finish the 5th Grade Music course with a greater understanding and appreciation for the music of the different cultures around them.



5TH GRADE HEALTH

2 SEMESTERS

In 5th Grade Health, the students acquire the health information and skills necessary to become healthy adults and learn about behaviors in which they should and should not participate. Skills are taught in seeking guidance in the area of health from parents, how personal behaviors can increase or reduce health risks throughout the lifespan, how health is influenced by a variety of factors, and how to recognize health information and products. Beyond physical health, students are taught about the human body and the changes that come with puberty. Students are taught how to maintain healthy body systems and prevent disease. Students also learn how technology and the media influence personal health and how to apply problem-solving skills to improve or protect their health.





6TH GRADE HEALTH

2 SEMESTERS

In 6th grade Health, students are encouraged to continue good health practices learned at home. These practices include hygiene, nutrition, medical and dental care, and personal health choices. Coverage is given to sorting through information to make choices among health products. Attention is given to navigating social pressures, puberty, and reproductive processes. Students are given the opportunity to refine their critical thinking skills by evaluating the consequences of their decisions and actions. They are guided to understand that their decisions have consequences not only to themselves, their friends and families, but also to the community at large. By learning to find and evaluate health materials and understand the consequences of their actions, students are being equipped to make good choices and ensure good health throughout their lives.



7TH AND 8TH GRADE HEALTH

2 SEMESTERS

This course is designed to give middle school students the information they need to have health for a lifetime. This includes how to make good decisions about health. Issues covered include eating disorders, stress-related emotional disorders, coping with stress, peer pressure, relationships, as well as use and misuse of prescription, illegal, and OCT drugs. Adolescence and puberty are presented. The course also presents safety and first aid, including first on-scene responses such as CPR, choking rescue, and use of an AED. Students are given instruction on avoiding danger, abuse, and violence. This discussion includes information about gangs and weapons. Students are given tools to enhance their own social skills and improve their outlook for personal and community health. They are taught the importance of respect for themselves and others, including preventing bullying behavior. Students are exposed to long-term strategies and goal setting, as well as career information and outlooks in health-related industries.



MIDDLE SCHOOL ART

2 SEMESTERS

The study of Middle School Art integrates visual literacy skills using critical thinking, imagination, and the senses to explore the world through the use of elements of art and principles of design. The student explores ideas from life experiences about self, peers, family, and community and uses the imagination to integrate them into original works of art. Creative expression is emphasized throughout the course as numerous works of art will be created using several art mediums such as drawings, paintings, prints, sculptures, modeled forms, fiber works, mixed media, installation work, digital art, and photography. Historical and cultural relevance in art is explored while analyzing styles, historical periods, and a variety of cultures. The course explores critical evaluation and response to the artworks of the student and others. The course concludes with an exploration of available art and career opportunities along with the creation of a professional art portfolio showcasing the work created throughout the course.



MIDDLE SCHOOL THEATER

2 SEMESTERS

In Middle School Theater, students incorporate the study of theater, dialog, music, and dance to offer unique experiences that help students explore realities, relationships, and ideas. The foundations of theater include inquiry and understanding, creative expression, historical and cultural relevance, and critical evaluation and response. Through these foundations, students develop a perception of self, human relationships, and the world using elements of drama and conventions of theater. Through projects and exercises, students communicate in a dramatic form, engage in artistic thinking, build positive self-concepts, relate interpersonally, and integrate knowledge with other content areas in a relevant manner. Through the study of historical and cultural relevance, students increase their understanding of heritage and traditions in theater and the diversity of world cultures as expressed in theater. Through critical evaluation and response, students develop the ability to appreciate and evaluate live theater.



MIDDLE SCHOOL MUSIC

2 SEMESTERS

Taking a more classical approach, the study of music in middle school teaches students the instruments of the orchestra and the classical voice ranges with exemplary performance examples. Students will also learn how to notate musical scores, sight-read using solfège and Curwen hand signs, and critically compare art music performances. Students enrolled in the middle school music course will understand the difference between a genre and a style and the parts of sonata form. The middle school music course also introduces a more expansive world view of music with entertaining and interactive tools for learning.



ART HISTORY

2 SEMESTERS

Art History will help students develop skills to recognize and appreciate the diversity of art. The course begins with prehistoric and ancient art before introducing students to the classical art of the Greeks and Romans. Students will survey medieval art before exploring the glory days of art and architecture, the Renaissance. The use of light and shadow to evoke emotion during the Baroque period will impress students as will the whimsical style of the Rococo period. Students will contrast the Neoclassical return to idealized subjects with the Romantic era's imagination. Appreciation of art will grow as students study Impressionist and Post-Impressionist artists such as Monet and Van Gogh. The course concludes with students tracing modern art movements, including expressionism, minimalism, as well as conceptual art and artists, including Rodin, Picasso, Mondrian, and O'Keeffe.



HIGH SCHOOL HEALTH

1 SEMESTER

HS Health 1 is a course focused on empowering late adolescents with skills and knowledge in order to maximize healthy decision-making. The course will allow students to explore a general approach to topics, such as nutrition and fitness, disease prevention, healthy risk-taking, health services, drug-use prevention, STDs, and abstinence. Students will focus on ways to maximize their physical, emotional, and social health. This is accomplished by promoting healthy relationships with family and peers, understanding the health risks of drug use and sexual activity, all the while providing skills for avoiding unhealthy decisions. Throughout this half-credit course, students will become empowered as agents over the future of their own health.



MUSIC APPRECIATION

2 SEMESTERS

This course is designed to help the non-musician understand music basics, including such topics as reading a musical score, melody and harmony, rhythm, music history (styles by period), music theory, musical genres, instruments, orchestration, and arrangement. The course even covers the creation of musical scores using popular music arrangement software. Other topics include the science of musical sound, health and wellness for performers, classical symphony concerts, besides opera performances and etiquette when attending. The course strives to help non-musicians gain an understanding of the world of music and to become well-rounded individuals.



BIBLE LITERACY OLD TESTAMENT

1 SEMESTER

The Old Testament (OT) course will equip students with a basic literacy of the Hebrew scriptures. The course begins with an examination of the major divisions, authorship, and translations of the OT before surveying each individual book. The second unit examines the impact of the OT on worldview, society and morals, family, human fallibility, modern science, and the value of human life. Students will recognize the impact of Hebrew scriptures on important events and historical documents including the Reformation, the Magna Carta, and the U.S. Constitution. Students will next probe the influence of the OT on language, culture, and literature, including idioms, Shakespeare's *Macbeth*, Handel's *Messiah*, Milton's epic poem *Paradise Lost*, and spirituals. The course will conclude by introducing students to the influence of OT on artworks including *The Creation of Adam* by Michelangelo.





BIBLE LITERACY NEW TESTAMENT

1 SEMESTER

The New Testament (NT) course will equip students with a basic literacy of the NT scriptures. To begin, students will explore the history and characteristics of the NT, survey each book, and recognize the centrality of Jesus of Nazareth. An inquiry into the Christian era will inform students of the NT impact on children, slavery, women, marriage, and education. Students will investigate the profound influence of the NT on politics, limited government, and the concept of justice as seen in important American events including the American Revolution and the U.S. Constitution. Students will understand the effect of the NT on literature after reading selections from *Great Expectations*, *Uncle Tom's Cabin*, and other literature. The course concludes with an examination of artwork related to NT events including the life, death, and resurrection of Jesus Christ.



LOGIC I

1 SEMESTER

The Logic I course will improve the critical thinking skills of students through the study of informal logic. The course will challenge students to evaluate whether humans are rational or emotional beings. The majority of the course explores occurrences of faulty reasoning known as logical fallacies. Students will learn to recognize and expose fallacies when evaluating and critiquing arguments. Fallacies covered include appeal to fear, irrelevant thesis, straw man, false analogy, red herring, and misuse of statistics. Students will apply the study of types, components, and principles of argumentative dialogue in preparing a dialogue of their own. During the course, students will consider and analyze Aesop's Fables and "The Cave" by Plato. The course concludes with a comprehensive review of fallacies and a preview of formal logic.



LOGIC II

1 SEMESTER

Logic II introduces the student to the world of Aristotelian formal logic. Students will use classical tools, including the Porphyrian tree and Euler's circles to translate arguments into propositions organized within the categorical form. Students will also learn to analyze the validity of arguments using the square of opposition, terminological rules, Venn diagrams, and the Barbara, Celarent, Darii, Ferio mnemonic. The course concludes with an evaluation of presuppositional disputes and a survey of hypothetical syllogisms.



PERSONAL FINANCE

1 SEMESTER

The Personal Finance course introduces students to strategies and practices that empower them to manage their money wisely. Students first perform a self-analysis to discover their money personality. A study of good consumer habits includes a comparison of renting and buying. Students learn the steps to building wealth, including building an emergency fund, evaluating and embracing risk when investing, and using credit sparingly and wisely. A survey of consumer rights accompanies the steps recommended to protect one's personal information. Students survey types of insurance and evaluate the role of each in limiting personal financial risk. The course concludes with an entire Unit dedicated to evaluating higher education opportunities, costs, and funding.



PSYCHOLOGY

1 SEMESTER

The Psychology course begins with a look at basic social science skills including ethical decision-making and statistical evaluation. After a brief survey of careers in psychology, the student will explore the physical processes of the brain and body systems that shape sense and perception. The student will then study theories of development, personality, and conditioning. Next, students will explore mental processes behind thinking and memory, language acquisition, motivation, and emotions. Students will investigate the levels of consciousness and disorders leading to abnormal behavior. The course concludes with an examination of the individual and social behavior. Students will learn about stress, attitude formation, conflict resolution, conformity and obedience, altruism, and morality.



SPANISH I

2 SEMESTERS

Spanish 1 is an introduction to Spanish Language and culture and focuses on the four key areas of foreign language study: listening, speaking, reading, and writing. The primary purpose of the course is to prepare students to be college-ready, well-rounded global citizens who can communicate effectively in Spanish and are aware of the cultural influences of the Spanish and Latino heritage at home and abroad. This course encourages interpersonal communication through speaking and writing, providing opportunities to make and respond to basic requests and questions, to understand and use appropriate greetings and forms of address, and to participate in brief guided conversations on familiar topics. Students will be expected to master proper Spanish sentence constructions, articles and adjectives, subject-verb agreement, and regular and irregular verb conjugations. As part of the course, students will be provided opportunities to read, write, listen, and speak Spanish while they work towards becoming linguistically and culturally literate.



WEB COMMUNICATIONS

1 SEMESTER

In Web Communications, students learn how to be good digital citizens. Rights, responsibilities, and digital communication tools are explored. Students learn how to search and choose valid internet sources for research while gaining a deeper understanding of new technologies. Students dive into the history of the Web and how it has changed over time. Topics such as internet safety, security, and cyberbullying are also analyzed. Using the knowledge gained in the course, students write a web-hosted blog post with HTML coding elements. The course ends with the fundamentals of web design and a project in which students create a simple webpage.

UPCOMING COURSES

✔ Lifetime Health and Fitness

✔ 3rd Grade Health (*Updated*)

✔ 4th Grade Health (*Updated*)

✔ 5th Grade Health (*Updated*)

✔ 6th Grade Health (*Updated*)

✔ 7/8th Grade Health (*Updated*)

✔ High School Health (*Updated*)





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CAREER DEVELOPMENT



INVESTIGATING CAREERS

2 SEMESTERS

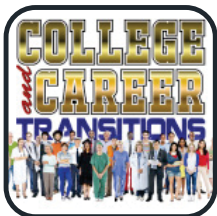
In this course, students are introduced to various aspects of the workplace and are given guidance in career preparation. This includes guidance toward becoming work-ready, for job acquisition skills, for continued training for job advancement, and for work-life balance. Topics include self-evaluation for career choice, the labor market, personal and professional development, getting a first job, personal characteristics for work, and making decisions. The importance of teamwork and leadership are a main emphasis in the course. The course includes instruction on using online tools to review and assess interest in various careers.



CAREER PREP

2 SEMESTERS

In Career Prep, students are given tools to be successful in future careers. The career clusters and their associated career paths are the focus of the course. Students will learn how to survey the job market, fill out paperwork, and thrive in the workplace. Students will create an electronic portfolio throughout the course. The portfolio includes letters of interest to employers, resumés and cover letters, interview preparation documents, a career plan, as well as other reports. The course is designed for students who are currently working and can leverage real-life experience into their course projects.



COLLEGE AND CAREER TRANSITIONS

2 SEMESTERS

This course is designed to equip students with the knowledge, skills, and abilities necessary to be active and successful learners, both in high school and in college. Students examine numerous research-based learning strategies that are proven to lead to academic success such as goal setting, effective time management, handling stress, note-taking, active reading, test-taking strategies, and conducting research. In the College and Career Transitions course, students will research financial scholarships and grant opportunities, complete applications, and explore technical schools, colleges, and universities. With the increased emphasis on career and college readiness and post-secondary education, students need a course that will provide opportunities to meet these post-secondary opportunities in grades 9–12.

BUILT-IN CHARACTER EDUCATION

BROKEN WINDOWS
Many problems begin small and grow worse with time. A neglected house will continue to fall apart until someone takes initiative to repair it. A conflict between two people will fester and grow until one person decides to resolve it. Take care of problems as soon as you recognize them, and remember that good intentions are not enough. You must put actions to your words.
Learn from the following poem:
Mr. Meant-To has a son-in-law. And his name is Didn't-Do.
Have you ever wanted to meet them? Did they ever call on you?
These two fellows work together. In the town of Never-Win.
And I'm told the town is haunted. By the ghosts of Might-Have-Been.

PICTURE THIS!
Creativity is approaching a need, a task, or an idea from a new perspective. A creative person looks at situations from new angles in order to find better solutions. Creativity does not settle for "the way things are."
A creative person, like a cook, takes existing ingredients and makes something more valuable than the pieces alone.
When you face a challenge at home, get creative and try something different. Ask for advice and keep trying until you succeed!

I WILL...
• not act impulsively.
• not equate my desires with reality.
• set my own limits.
• see anger as a sign that something is wrong.
• walk away from things that aren't right.

LEADERSHIP 101
RESPONSIBILITY
knowing and doing what is expected of me

Patience is . . .
confidence that what you are doing is worth investing the time and energy to do well. No one enjoys suffering, but a patient person knows how to endure a tough situation with grace.



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CAREER AND TECHNOLOGY EDUCATION



ACCOUNTING I

1 SEMESTER

In the Accounting I Jump Course for high school, students will learn a basic overview of the different functions in accounting. This includes rules for financial reporting and the parts of the balance sheet, income statement, and statement of stockholders' equity and retained earnings. Students will then be guided through the accounting cycle, learning how to create these documents and utilize them within a corporation. Students will journalize payments and invoices in accounts payable and accounts receivable, understand the different methods of inventory, and calculate payroll and taxes. Students will complete the course with the Accountant Simulation Project, an assignment where they will fulfil all steps of the accounting cycle without guidance and then present a completed cycle with notes for future opportunities for their simulated corporations.



ADVERTISING

1 SEMESTER

The Advertising course teaches the principles and practices of advertising as an integral part of marketing communication. The course begins with a look at the professional opportunities available in the advertising field. Students are asked to consider environmental, ethical, and other professional responsibilities. They learn about the marketing research process and the components of advertising using the PESO model. Students apply demographics, segmentation, and the four major sales channels to define target markets and make a sales presentation. In the final Module, students use the knowledge gained about the product cycle to complete a final project simulating a promotional campaign for a new product.



AUDIO/VISUAL PRODUCTION

2 SEMESTERS

Audio/Video Production I explores foundational principles in both audio design and video production. This course is broken down into four primary sections: preproduction, principal photography, postproduction, and career preparation/portfolio development. Each section focuses on the primary elements found in each phase of production. Preproduction explores topics, such as script and storyboard development, production documents, and production planning. Principal photography analyzes key crew roles associated with audio and video production, like the director, sound designer, producer, and actors, as well as shooting techniques, camera gear, and on-set safety. Postproduction delves into topics, such as video editing, copyright laws, and sound mixing and design. The course concludes by having the student create an audio/video portfolio, resumé, and cover letter to prepare for entry into college and the professional world.



BUSINESS MANAGEMENT

2 SEMESTERS

Business Management is an integral part of the Business, Marketing, and Finance Career and Technical Education clusters. Students will examine evolving views of management with an emphasis on leadership. Next, students will consider ethical case studies and analyze the strengths and weaknesses of various organizational structures. In units 4 through 6, students will analyze the decision-making process as it applies to management issues, such as quality control and improving communication. Beginning with unit 7, students will investigate employee compensation and legal matters concerning hiring and firing. The course concludes with a presentation of practical tools to build one's personal habits and to nurture team building.



CHILD DEVELOPMENT

2 SEMESTERS

Child Development prepares students to understand the physical, social, emotional, and intellectual growth and development of children. The course is designed to help young people acquire knowledge and skills essential to the care and guidance of children as a parent or caregiver. Emphasis is on helping students create an environment for children that will promote optimum development. Students also investigate careers in child development.



COUNSELING AND MENTAL HEALTH

2 SEMESTERS

This course is a Career and Technical Education course for use in the Health Science or Human Services career pathways. The course covers general topics for personal and professional development (soft skills), such as time management, critical thinking, and problem-solving, communication, team building, ethics, and character. It also focuses on many mental health topics, including the history of mental health care, modern mental health care systems, the nervous system, mental health across life stages, stress, depression, and other mental disorders. Students research the professional development of workers in the mental health field, such as the scope of practice, ways to recognize abuse, and methods for adapting to change. Student and professional organizations for career development are discussed as well. The course ends with activities exploring careers and researching training opportunities.



ENTREPRENEURSHIP

2 SEMESTERS

The Entrepreneurship course is designed to grow the student's passion for starting, growing, and excelling in business ventures. The student will explore the basics of starting a business, from brainstorming great concepts to execution and profitability. Entrepreneurship includes more than just starting businesses, but explores the ventures of product development, marketing, distribution, and sales. The student will expand his or her knowledge in the areas of proper product and service pricing, financial planning and growth, accounting and bookkeeping, fundraising, marketing research, and business law. The course asks the student to practice the knowledge and skills he or she has gained by developing and writing a business plan for their very own business venture. The student will gain a complete understanding of what it takes to make a business a success and possibly gain a desire to actually start a company from scratch.



HUMAN RESOURCES MANAGEMENT

2 SEMESTERS

Human Resources Management (HRM) is vital to every organization. In this course, students will discover the role of the human resource manager. They will define the role, as well as policies, procedures, and legal requirements within the role. Students will also cover the life cycle of the employee, including hiring practices, training, labor laws, discipline, reward, benefits, and termination. Students will discover how to be human resource professionals as liaisons for both the organization and the employees. Students will learn how to enforce employer responsibilities while protecting employee rights. Through a better understanding of human resource management, students will learn how to become better managers and employees in the future.



MEDICAL MICROBIOLOGY

2 SEMESTERS

Medical Microbiology explores the world of tiny (micro) organisms that are responsible for making people sick. Students learn about the common bacteria, viruses, and protists that cause sickness and disease in humans. Medical Microbiology delves into different ways these germs and diseases can spread from person to person, throughout a community, and eventually around the globe while discussing the best practices for stopping them from spreading. Students look into different medications and how they work to kill or slow the growth of different microorganisms. Students will also research why some antibiotic medications are no longer effective against the bacteria that cause disease. Medical microbiology also teaches laboratory skills in how to effectively grow and isolate different colonies of microorganisms in Petri dishes.



MEDICAL TERMINOLOGY

2 SEMESTERS

Medical Terminology is a course for students with an interest in the medical field. This course provides students with knowledge of Latin and Greek roots, prefixes, and suffixes in addition to combining forms and eponymous terms related to the many systems of the human body. Students are also able to learn more about the many professions, specialists, and treatment plans associated with different areas of the body. This course introduces new ways of looking at the body through the lens of medical terms and their origins.



PRINCIPLES OF BUSINESS, MARKETING, AND FINANCE

2 SEMESTERS

The Principles of Business, Marketing, and Finance course will expand the student's knowledge in the many areas of business and free enterprise. The majority of the course takes a comprehensive look at business disciplines such as analyzing goods versus services, economics, financial management, principles of personal finance, marketing, the global economy, and government in business. The student will gain soft skills such as understanding business ethics, leadership, and the management of employees. The student will gain hard skills such as product management, finances, marketing campaigns, and sales. The course then takes a practical look at career opportunities in business and the professional skills needed to excel within the industry. The student will finish the course with a broad grasp on the principles of starting, operating, and managing a successful company.



PRINCIPLES OF EDUCATION AND TRAINING

2 SEMESTERS

Through an examination of the Principles of Education and Training, students will study the roles and responsibilities of teachers, administrators, and administrative support professionals. Students will analyze the characteristics, qualities, and traits of highly successful educators. Students will evaluate a variety of educational options available on their road to becoming professional educators. Students will also study the opportunities and paths possible when becoming corporate trainers or independent contractors, providing training services to a variety of clients. Throughout this course, students will have learned methods of classroom instruction and ways to develop Lesson plans. Students will use critical thinking skills to develop their own personal philosophy of education. Students will learn via the perspectives of students, teachers, and support professionals using real-life examples and situations to explore what it means to be an "educator for life." Students will end this course by developing a graduation plan that leads to their calling as professional educators.



PRINCIPLES OF GOVERNMENT AND PUBLIC ADMINISTRATION

2 SEMESTERS

Principles of Government and Public Administration (PGPA) introduces students to careers in public policy. PGPA explores government from the perspective of government and private-sector employees as well as elected officials. In this course, students examine different career avenues and their ethical and professional standards. PGPA introduces students to theories of governmental development alongside the constitutional principles underlying America's federal and unitary forms of government. Students learn about the public official's responsibility to protect citizens' rights to due process and discover how interest groups influence public policy. Students then analyze the effect of policymaking on both the culture and society of the nation and foreign policy. The course concludes with an investigation into the role of government in a free-market economy, including its ability to stimulate invention and innovation.



PRINCIPLES OF HUMAN SERVICES

2 SEMESTERS

This course enables students to investigate careers in human services including counseling, mental health, early childhood development, family and community, and personal care services. Each student is expected to complete the knowledge and skills essential for success in high-skill, high-wage, or high-demand careers. Skills learned in this course includes: responsible decision-making, setting both short- and long-term goals, and knowing how to react to and handle high stress crisis situations.



PRINCIPLES OF HEALTH SCIENCE

2 SEMESTERS

This CTE course is designed to help prepare students for a career in the health science field. It covers healthcare systems and the roles of team members within these institutions. The course has many opportunities for students to explore the various careers within the healthcare field. It emphasizes the personal and professional skills required to succeed in this arena, including personal character qualities, teamwork, and leadership. Coverage includes the science of healthcare, including measurement, SI system, anatomy and physiology, and safety practices. It covers topics of healthcare at various life stages, from birth to death. Laws and regulations, best practices, and professional ethics are discussed, as well. Because this course has a careers emphasis, other topics covered include career preparation, the role of student and professional organizations, and the state of the health-care career field.



SPORTS AND ENTERTAINMENT MARKETING

1 SEMESTER

In Sports and Entertainment Marketing, students will explore the foundational elements of marketing as they pertain to the sports and entertainment industries. Students will primarily focus on the sports market, but other entertainment industries are analyzed as well, including music, theater, and television. Sports and Entertainment Marketing will require students to practice targeted marketing and segmentation as they relate to entertainment. Students will engage in several projects, including developing a ticket sales strategy, planning game operations, creating event strategies, and making a sports press kit. Students will investigate the distribution of sports and entertainment media, the fan experience, promotional plans, sponsorships and endorsements, as well as business ethics and sports legislation. By the end of this course, students will have an understanding of the career pathways and opportunities available in the sports and entertainment industries.



VIDEO GAME DESIGN

2 SEMESTERS

Video Game Design is a course designed to help students develop skills for planning, designing, and completing development of an original video game. These skills include outlining and writing a game story, storyboarding, level and objectives design, game mechanics, and character design. Students are also exposed to development skills, including use of pseudocode, decisions, algorithms, collisions, and other programming functions, as well as graphics, animation, and sound. The student will become familiar with the use of suitable game engines for creating their working video game. The course includes discussion to help the student understand the history of video games, as well as their genres. This includes discussions of game theory to help students understand audience expectations, control, and other aspects of game design. Students will be required to create an original video game and submit it for critique. In addition, students will be involved in playing and critiquing the games of other students, as well as critiquing existing video games. The student will be required to create and understand the purpose of a Game Design Document (GDD), an industry standard.



VIRTUAL BUSINESS

1 SEMESTER

The Virtual Business course guides students through the basics of starting, operating, and managing an online company. This course is designed for students interested in starting a virtual business by creating a web presence, conducting online and offline marketing, examining and creating business contracts for online business, and exploring project-management systems. The student will also explore bookkeeping processes, applicable legal company business structures, managing telecommuting employees, maintaining business records, as well as entrepreneurship. Virtual Business also guides the student through potential online career pathways by conducting various personality and career pathway assessments. The student will conclude the course by applying learned skills to create a company, including a business plan, branding the business, and creating a website using common website builder tools.



WORLD HEALTH RESEARCH

2 SEMESTERS

World Health Research introduces students to the various risk factors people face globally. The course shows how health outcomes in developed nations differ from those in developing nations. The course analyzes these trends, along with the origins of primary care. The course compares different organizations that identify and monitor global health threats. World Health Research allows students to explore specific research methods and design studies to understand world health problems and their impacts. The course also shows students the effects of infectious and chronic diseases across the globe, discussing emerging medical technologies and the response of the healthcare system. This course concludes with an analysis of ethical concerns regarding global health, the importance of clinical trials, and ways to enact global change.

VARIETY OF INSTRUCTIONAL CONTENT

The illustration shows a woman with long brown hair, wearing a yellow shirt and blue pants, pointing her right index finger towards a collection of educational materials. The materials include:

- Lesson 5: Ethical Advertising (with a 'VOCABULARY' section listing terms like code of ethics, confidentiality, conflict of interest, and ethics).
- Lesson 6: The Building Blocks of Life (with a section on 'Organic Molecules').
- Lesson 7: Stages of Growth (with sections on 'Stages of Growth that Lead to Maturity', 'Chronological Growth', and 'Physical Growth').
- A diagram of a human brain with labels A, B, and C.
- A video thumbnail titled 'FINDING FUNDING'.
- A video thumbnail titled 'A QUICK LOOK AT ORGANIZATIONAL STRUCTURES'.
- A video thumbnail titled 'website WEAVER'.



BrightThinker

STAAR® STUDY GUIDES



3RD GRADE READING AND WRITING STAAR®

2 SEMESTERS

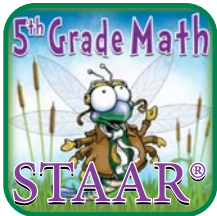
In the 3rd Grade English Language Arts and Reading (ELAR) STAAR Study Guide, students review tested ELAR TEKS. Students will begin each Lesson by reviewing important terminology and skills. Then, students are given tips and guidance for successfully answering questions that assess those terms and skills. Students will end each lesson by independently reading a text and answering questions, similar to STAAR. The Study Guide also includes three STAAR-like practice tests. The tests are the same length as previous STAAR tests with similar style texts and questions. Each question corresponds to specific 3rd Grade ELAR TEKS and a Study Guide Lesson. Students and teachers can determine if there are any lessons students should study more closely and redo.



5TH GRADE SCIENCE STAAR®

2 SEMESTERS

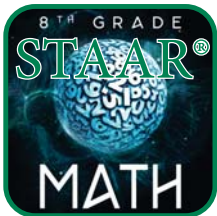
In the 5th Grade Science STAAR® Study Guide, students review science content TEKS in the following STAAR®-tested reporting categories. The Study Guide also includes two STAAR®-like practice tests. The tests are the same length as the STAAR® test with the corresponding number of questions for each category. When scoring the test, each question is associated with a category. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



5TH GRADE MATH STAAR®

2 SEMESTERS

In the 5th Grade Math STAAR® Study Guide, students are provided a comprehensive review of the current tested TEKS by reporting category. This guide contains easy-to-read summaries and practice problems for the key concepts tested on the 5th Math STAAR® assessment. The Guide also includes three Practice Tests with detailed answer explanations. Each test is built with similar rigor and content to what students experience on the STAAR® assessment. Each question has been assigned the appropriate TEKS and category, so students have the information they need to focus on areas of improvement.



8TH GRADE MATH STAAR®

2 SEMESTERS

In the 8th Grade Math STAAR® Study Guide, students are provided a comprehensive review of the current tested TEKS by reporting category. This guide contains easy-to-read summaries and practice problems for the key concepts tested on the 8th Math STAAR® assessment. The guide also includes three Practice Tests with detailed answer explanations. Each test is built to have similar rigor and content to what students experience on the STAAR® assessment. Each question has been assigned the appropriate TEKS and category, so students have the information they need to focus on areas of improvement.



8TH GRADE SCIENCE STAAR®

2 SEMESTERS

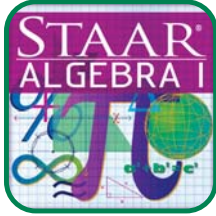
In the 8th Grade Science STAAR® Study Guide, students review science content TEKS in the STAAR®-tested reporting categories. The Study Guide also includes two STAAR®-like practice tests. The tests are the same length as the STAAR® test with the corresponding number of questions for each category. When scoring the test, each question is associated with a category. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



8TH GRADE UNITED STATES HISTORY STAAR[®]

2 SEMESTERS

In the 8th Grade United States History STAAR[®] Study Guide, students review U.S. History (Up to 1877) content TEKS in the STAAR[®]-tested reporting categories. The Study Guide also includes a STAAR[®]-like Practice Test. The Test is the same length as the STAAR[®] Test with the corresponding number of questions for each category. When scoring the Test, each question is associated with a category. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



ALGEBRA I STAAR[®]

2 SEMESTERS

In the Algebra I STAAR[®] Study Guide, students review all content TEKS in the STAAR[®]-tested reporting categories. The Study Guide also includes three STAAR[®]-like practice tests. The tests are the same length as the STAAR[®] test with the corresponding number of questions for each category. When scoring the tests, each question is associated with a category. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



BIOLOGY STAAR[®]

2 SEMESTERS

In the STAAR[®] Biology Study Guide, students review all Biology content TEKS in the STAAR[®]-tested reporting categories. The Study Guide also includes three STAAR[®]-like practice tests. The tests are the same length as the STAAR[®] test with the corresponding number of questions for each category. When scoring the tests, each question is associated with a category. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



ENGLISH I STAAR[®]

2 SEMESTERS

In the English I STAAR[®] Study Guide, students review English I TEKS in the STAAR[®]-tested reporting categories. The Study Guide also includes a STAAR[®]-like practice test. The practice test consists of a reading and writing section. In the reading section, students read passages and answer multiple-choice questions about the passages. There are also two short-answer questions about the passages. In the writing section, students answer multiple-choice questions that require students to revise and edit selections. Students also write an expository essay. When scoring the tests, each question is associated with a category and a standard. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



ENGLISH II STAAR[®]

2 SEMESTERS

In the English II STAAR[®] Study Guide, students review English II TEKS in the STAAR[®]-tested reporting categories. The Study Guide also includes a STAAR[®]-like practice test. The practice test consists of a reading and writing section. In the reading section, students read passages and answer multiple-choice questions about the passages. There are also two short-answer questions about the passages. In the writing section, students answer multiple-choice questions that require students to revise and edit selections. Students also write a persuasive essay. When scoring the tests, each question is associated with a category and a standard. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.



UNITED STATES HISTORY STAAR®

2 SEMESTERS

In the STAAR® United States History Study Guide, students review all U.S. History (since 1877) content TEKS in the STAAR®-tested reporting categories. The Study Guide also includes a STAAR®-like practice test. The test is the same length as the STAAR® test with the corresponding number of questions for each category. When scoring the test, each question is associated with a category. Students and teachers can determine if they are struggling or excelling in certain categories and redo the questions in the Study Guide for a particular category.

WHAT DO THEY SAY?

"The Bright Thinker curriculum has helped my teachers and students. Even our SpEd students have experienced success due to the fun, multimedia approach. Our students enjoy the online learning, and that's the biggest plus."

Ms. Rogeness

(Director of Virtual Special
Education for iSchool
Virtual Academy of Texas)



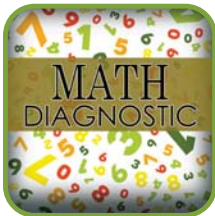
ABC Bright Thinker DIAGNOSTICS



ENGLISH DIAGNOSTIC

2 SEMESTERS

The English Diagnostic is designed for students who are entering the 9th Grade. The purpose of the Diagnostic is to assess if the student is ready for high school material as well as to provide remediation for areas as needed. The Diagnostic consists of several English language categories. In each category, there is a pretest, remediation, and posttest. If students pass the pretest, they will immediately go on to the next category pretest. If students do not pass the pretest, they will complete remediation, and then complete a posttest. If the posttest is passed, they will go on to the next category of pretest.



MATH DIAGNOSTIC

2 SEMESTERS

The Math Diagnostic is designed for students who are entering the 9th Grade. The purpose of the Diagnostic is to assess if the student is ready for high school material as well as to provide remediation for areas as needed. The Diagnostic consists of several math categories. In each category, there is a pretest, remediation, and posttest. If students pass the pretest, they will immediately go on to the next category pretest. If students do not pass the pretest, they will complete the remediation coursework. Once remediation has been completed, students will take a posttest. If the posttest is passed, they will go on to the next category of pretest.

TEACHERS USE OUR CURRICULUM TO TEACH THEIR STUDENTS IN A CLASSROOM SETTING



FLEXIBILITY OF USE

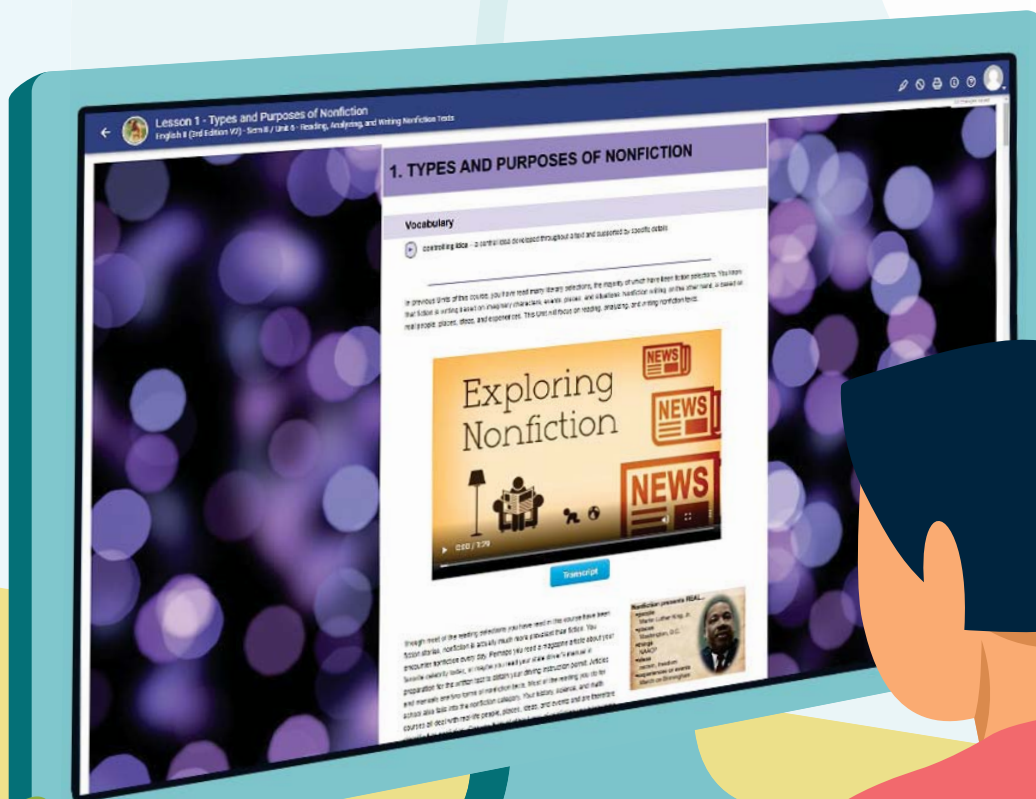
The administrators may allow teachers to add content, modify courses, provide supplemental materials, projects and discussions for collaborative learning. There is a robust digital library of standards-aligned material where teachers may provide differentiated instruction to the course, and Lesson extensions can be inserted.

STANDARDS ALIGNMENTS

The Bright Thinker® courses are aligned to the state standards and to the Common Core State Standards. Every course is built with the relevant standards and provides resources in all phases of development. The standards and the digital library may be used together to provide intervention for students' learning. BrightThinker offers a variety of K-12 online curriculum solutions and is backed by an experienced team of educators, researchers, technologists and instructional designers who are committed to making learning accessible for all students.



PEDAGOGY OF A UNIT



At the beginning of each unit, there is an Objectives list. Students know what is expected and assume the responsibility for their own learning.

Throughout each Unit, the introduction of new vocabulary words is controlled so that no new vocabulary word is used without the student first learning its meaning and pronunciation. These words are repeated to ensure mastery.

Character education stories and examples are embedded throughout the Unit.

Explanations, examples, illustrations, and interactive media add engagement to each Lesson.

In each Lesson, learning Activities and questions are in bite-sized segments to reinforce the material for deeper learning. Lesson assessment questions cover different levels of learning. Projects and Labs are also included where appropriate. Students are introduced to new concepts, and some concepts are spiraled for reinforcement.

A typical Unit contains two or three sections. Each section has two or three Lessons. At the end of each section is a Quiz. If mastery in an area is not achieved, the Quiz will reveal that weak area. Students can then take the time necessary to review and learn those concepts before proceeding to the next section.

Upon completion of the Lessons, Activities, and Quizzes, students prepare to take the Practice Test. Here, students evaluate themselves, and a teacher determines readiness for the final Unit Test. When the Practice Test is completed successfully, the student may be allowed to take the Unit Test. The Unit Test measures student mastery of the material. No new concepts are introduced on the Unit Test. By the time students reach the Unit Test, they will have seen a concept in the 1) Lesson, 2) the Lesson Activity questions, 3) the Quiz, and 4) the Practice Test. Each of these reinforces concept mastery.

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