

TIPS VENDOR AGREEMENT

Between OFFICE DEPOT, INC.

and

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

**RFP 180302 Academic Curriculum, Instructional Materials and
Services**

General Information

The Vendor Agreement ("Agreement") made and entered into on July 16, 2018 ("Effective Date") by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) 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 Office Depot, Inc., a Delaware corporation located at 6600 North Military Trail, Boca Raton, FL 33496 (hereinafter referred to as "Office Depot" or "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.

The Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, 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 to 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 of the addendums possible.

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" or "\$0" 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. Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing. Vendor otherwise disclaims any and all warranties, including implied warranties of fitness or the warranty of merchantability to the fullest extent permitted by law. Vendor will pass through to Members all manufacturer-supplied end-user warranties on all products sourced to Members pursuant to this Agreement.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All **Agreements** and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state.

Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company. Notwithstanding the foregoing, Vendor may assign this Agreement to any of its subsidiaries or affiliates at any time, and in connection with the transfer or sale of all or substantially all of its business related to this Agreement.

Disclosures

1. Vendor affirms that he/she 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.
2. 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 Members in the TIPS program.
3. 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.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # 180302". 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties. TIPS Member's credit limit shall be established by Vendor, who reserves the right to lower TIPS Member's credit limit or refuse to ship any orders if at any time: (a) TIPS Member is delinquent in making payments to Vendor or is otherwise in breach of this Agreement; or (b) TIPS Member's credit standing becomes impaired or reasonably unsatisfactory to Vendor.

Pricing

Price discounts will be honored according to the terms of the solicitation. However, the Vendor shall honor previous discounts for thirty (30) days after written notification to TIPS of an increase.

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 customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Rebates.

For purposes of this Agreement, "Spend" shall mean the cumulative paid-for purchases under the Program, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, technology items, non-code and special order furniture, gift cards and warranties, and "Contract Quarter" shall mean the three (3) month period, commencing on the Effective Date and each subsequent three (3) month period thereafter during the Initial Term or any Renewal Term.

Quarterly Admin Fee.

Provided Members are in compliance with the payment terms set forth in the Agreement, Vendor shall pay TIPS a two percent (2%) Quarterly Admin Fee based on Program Spend per Contract Quarter. Fees will be paid to TIPS within sixty (60) days after the close of each Contract Quarter and will include a report as mutually agreed to by the parties outlining the Spend.

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 work 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. Vendor further 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 injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder 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 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, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to 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 written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this

Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. 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.

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 i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the 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 this Solicitation 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 random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

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 fully 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.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general

scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

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 has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement 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.

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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 we do 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 1 business day of the change by a letter on your letterhead from 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
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. 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 Contractor(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. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that

coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through 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.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Exhibit A
Core List is on File

Exhibit B
ADVERTISING AND TRADEMARKS

1. The Program shall be promoted and marketed via various forms of advertising in compliance with this Agreement. Office Depot may provide offers and promotions that can be used by Company to promote the Program to Members. Office Depot shall provide Company with advertising templates containing these offers and promotions (“**Templates**”) to be used by Company in advertising and marketing materials distributed by Company to its Members. Permissible uses of the Templates are outlined in **Exhibit B-1**. Company shall not (i) change the Templates without the prior written approval of Office Depot; and (ii) use the Templates in any manner other than the permissible uses outlined on **Exhibit B-1**. No other form of advertising shall be considered permissible under this Agreement for Company’s use to promote and market the Program other than the Templates provided to Company by Office Depot.

2. Office Depot grants to Company a nonexclusive, non-assignable, limited license to the Office Depot name and logo (collectively, the “**Office Depot Marks**”) solely for the advertising and marketing purposes set forth herein. The use of the Office Depot Marks shall be pre-approved in writing by Office Depot and shall be in accordance with Office Depot’s trademark usage guidelines marked as **Exhibit B-1**, as same are established from time to time. Company shall not use the Office Depot Marks in a manner that is disparaging to Office Depot or its products or services, or portrays Office Depot in a false, competitively adverse or poor light. Company’s use of the Office Depot Marks under this Agreement, and the goodwill associated with such use, inures to the benefit of Office Depot, and Company shall not register or attempt to register, in any jurisdiction, any of trademarks or designations confusingly similar or dilutive of the Office Depot Marks. This provision shall survive the termination of this Agreement.

3. Company grants to Vendor a nonexclusive, non-assignable, limited license to Company’s name and logo (collectively, the “**Company Marks**”) solely for the advertising and marketing purposes set forth herein. The use of the Company Marks shall be pre-approved in writing by Company. Office shall not use the Company Marks in a manner that is disparaging to Company or its products or services, or portrays Company in a false, competitively adverse or poor light. Vendor’s use of the Company Marks under this Agreement, and the goodwill associated with such use, inures to the benefit of Company, and Vendor not register or attempt to register, in any jurisdiction, any of trademarks or designations confusingly similar or dilutive of the Company Marks. This provision shall survive the termination of this Agreement.

4. Each party represents, warrants and covenants that:

- i. it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property required to enter into this Agreement and to perform the acts required of it hereunder;
- ii. its performance under this Agreement, and/or the rights herein granted to the other party, will not conflict with or result in a breach or violation of any of the terms or provisions, or constitute a default under any agreement by which it is bound; and
- iii. with respect to the performance of its obligations hereunder, it will comply with all applicable laws, rules and regulation.

EXHIBIT B-1

ADVERTISING

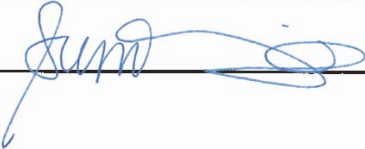
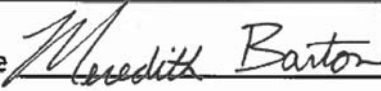

Use of Templates by Company:

- The Templates may be copied and used as flyers to be handed out to Members.
- The Templates may be incorporated into advertisements that are mailed out to Members.
- Company may include the Template in its regularly distributed publication that is distributed via email to Members. The Template may not be sent out as a stand-alone email by Company.
- Company may upload the Template as a page on Company's website.
- Company may feature a link on the Company website to the Template located on Office Depot's website.
- Vendor shall also provide abbreviated advertising messaging for an Offer to be included by Company in various forms of advertising in lieu of the full Template. Company shall not alter any abbreviated advertising messages provided by Vendor without the prior written approval of Vendor.

Members may not use a Template in any email advertising without the prior written approval of Vendor.

TIPS Vendor Agreement Signature Form

RFP 180302 Academic Curriculum, Instructional Materials and Services

Company Name Office Depot, Inc
Address 6600 North Military Trail
City Boca Raton State FL Zip 33496
Phone 513-881-7288 Fax _____
Email of Authorized Representative susan.cummings@officedepot.com
Name of Authorized Representative Susan Cummings
Title Vice President, Public Sector
Signature of Authorized Representative 
Date effective July 16, 2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 7/16/18



The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				
Bid Number	180302			Floor/Room
Title	Academic Curriculum, Instructional Materials and Services	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/1/2018 08:01 AM (CT)	Floor/Room		Email
Close Date	5/24/2018 08:00:00 AM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information	
Company	Office Depot
Address	6600 N Military Trail
	Boca Raton, FL 33496
Contact	
Department	
Building	
Floor/Room	
Telephone	(561) 438-4800
Fax	
Email	
Submitted	5/23/2018 12:56:19 PM (CT)
Total	\$0.00

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

Signature Susan Cummings Email susan.cummings@officedepot.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/04/18	TYPO CORRECTION NOTICE	On page 6 of 17 on the PDF attachment #1 entitled "180302 RFP", in the third paragraph where it reads "DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED Fire and Academic Curriculum, Instructional Materials and Services related.", the "Fire and" is a typo and should be disregarded.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	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/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Office Depot services all 50 US States.

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Office Depot, Inc. is a leading global provider of products, services, and solutions for every workplace, whether your workplace is an office, home, school, or car. Office Depot is a resource and a catalyst to help customers work better. We are a single source for every thing customers need to be more productive, including the latest technology, core office supplies, print and document services, business services, facilities products, furniture and school essentials.

The Company has annual sales of approximately \$10 billion, employs approximately 46,000 associates, and serves consumers and businesses in North America and abroad with approximately 1,400 retail stores, award-winning e-commerce sites and a dedicated business-to-business sales organization. all delivered through a global network of wholly owned operations, franchisees, licensees, and alliance partners.

The Company operates under several banner brands including Office Depot, OfficeMax, Grand & Toy, and Viking. The company's portfolio of exclusive product brands include TUL, Foray, Brenton Studio, Ativa, WorkPro, Realspace and HighMark. Office Depot's charitable arm, The Office Depot Foundation, supports program that enhance quality of life for children, strengthen communities, encourage local and international economic growth, and empower schools and non-profit organizations. Office Depot and OfficeMax also provide resources and support to small businesses through its Business Solutions Center. The center provides informative tips, advice, articles, videos and more designed to help businesses achieve their goals.

6	Primary Contact Name	Primary Contact Name	Pam Pedler
7	Primary Contact Title	Primary Contact Title	Public Sector Program Manager
8	Primary Contact Email	Primary Contact Email	pam.pedler@officedepot.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	860-883-9281
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	n/a
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	860-883-9281

12	Secondary Contact Name	Secondary Contact Name	Penny Reinart
13	Secondary Contact Title	Secondary Contact Title	K-12 Curriculum, Instruction, & Assessment Subject Matter Expert
14	Secondary Contact Email	Secondary Contact Email	penny.reinart@officedepot.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	806-220-4620
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	n/a
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	806-220-4620
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Richard Calhoun
19	Admin Fee Contact Email	Admin Fee Contact Email	richard.calhoun@officedepot.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	561-438-6132
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Pam Pedler
22	Purchase Order Contact Email	Purchase Order Contact Email	pam.pedler@officedepot.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	860-883-9281
24	Company Website	Company Website (Format - www.company.com)	http://business.officedepot.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	59-2663954
26	Primary Address	Primary Address	6600 North Military Trail
27	Primary Address City	Primary Address City	Boca Raton
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	FL
29	Primary Address Zip	Primary Address Zip	33496
30	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.)	classroom, education, instructional, academic, curriculum, drone, learning resource
31	Yes - No	Most of our members receive Federal Government grants 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 are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Boca Raton
34	Company Residence (State)	Vendor's principal place of business is in the state of?	FL
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:</p> <p>State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>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."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	n/a
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	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 RFP document), website, store or shelf pricing? This 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. Must answer with a number between 0% and 100%.	0%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed 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.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	5
46	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: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	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.	(No Response Required)

50	Texas HB 89- Texas Government code §2270 compliance	<p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p> <p>I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.</p>	YES
51	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
52	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
53	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.	Yes
54	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	n/a

55 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)
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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, 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.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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.

Yes

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 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.

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|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p> | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts | <p>Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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.</p> <p>Does vendor agree?</p> | Yes |
| 61 | 2 CFR PART 200 Termination | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes |

62	2 CFR PART 200 Clean Air Act	Yes
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Yes
64	2 CFR PART 200 Federal Rule	Yes

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 \$150,000 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?

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?

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 \$100,000) 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 \$100,000, 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?

65	2 CFR PART 200 Procurement of Recovered Materials	<p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>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."</p> <p>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?</p>	Yes

67	Remedies	<p>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 must 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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Remedies Explanation of No Answer		n/a
69	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
70	Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

71	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		n/a
73	Infringement(s)	<p>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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
74	Infringement(s) Explanation of No Answer		n/a
75	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
76	Acts or Omissions Explanation of No Answer		n/a
77	Contract Governance	<p>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.</p>	Yes

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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. 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

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>No</p>

82 Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	Please see our attached red-lined vendor agreement and exceptions document.
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
84 Agreement Exceptions/Deviations Explanation	<p>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.</p>	Please see our attached red-lined vendor agreement and exceptions document.
85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>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.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES

Office Depot, Inc.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

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.

Office Depot, Inc.

Name of Organization

6600 North Military Trail, Boca Raton, FL 33496

Address, City, State and Zip of Organization

Susan Cummings, VP, Public Sector

Name & Title of Submitting Official

Signature

5-23-18

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

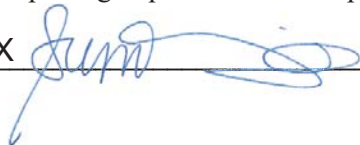
THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Susan Cummings
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: X 

OR

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

Signature of Authorized Company Official: _____

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Office Depot, Inc.

(Name of Corporation)

I, See attached Secretary's Certificate certify that I am the Secretary of the Corporation

(Name of Corporate Secretary)

named as OFFERER herein above; that

Susan Cummings

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

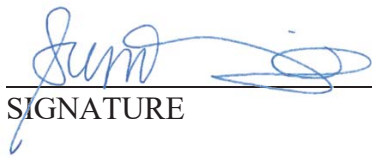
Vice President, Public Sector

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Please see attached Secretary's Certificate

CORPORATE SEAL if available



SIGNATURE

5-23-18

DATE

Office DEPOT.

OFFICE DEPOT, INC.


ASSISTANT SECRETARY'S CERTIFICATE

The undersigned, Joseph White, hereby certifies that he is the Assistant Secretary of Office Depot, Inc., a corporation incorporated under the General Corporation Law of the State of Delaware (the "Corporation"), and that, as such, he is authorized to execute this Certificate on behalf of the Corporation, and further certifies that:

1. The Corporation is a corporation duly incorporated and in good standing under the laws of the State of Delaware; and
2. Susan Cummings serves as Vice President, Public Sector Partnerships, and as such, she is authorized to execute bids and contracts for the sale of office supplies on behalf of the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunder set his hand as of this 11th day of July, 2017.

OFFICE DEPOT, INC.

By: 
Joseph White
Assistant Secretary



Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

☒ YES or ☐ NO

2. If yes to #1, do you agree to comply with the following federal requirements?

(Check one)

☒ YES or ☐ NO

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.

Company Name Office Depot, Inc

Print name of authorized representative Susan Cummings

Signature of authorized representative 

Date 5-23-18

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Susan Cummings as an authorized representative of

Office Depot, Inc.

Insert Name of Company

, a contractor/vendor

engaged by

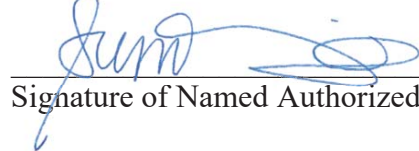
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the 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.



Signature of Named Authorized Company Representative

5-23-18

Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED
MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT 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. 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.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

_____ Address	_____ City	_____ State	_____ ZIP	_____ Phone
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ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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.

Susan Cummings	Vice President, Public Sector
Printed Name authorized company officer	Title of authorized company officer

6600 North Military Trail, Boca Raton	FL	33496	519-881-7288
Address	City	State ZIP	Phone

Signature  _____ Date 5-23-18



Creating a Culture of Success

Strengthen the Social Emotional and Academic needs of 21st Century Learners

Goal: To improve the Culture of Success for K-12 students

Outcomes: Strengthen the Whole Child! Increase Graduation, Increase Academics, Decrease Referrals, Increase Student Success and feeling of belonging.

Research Based Practices: Character based research: Smart & Good Schools Report, aligned with the Institute for Excellence and Ethics (IEE). A focus on character based solutions. (*Doing Best Work & Being Best Self*)

Implementation: a.) Yearlong Mentoring System for Middle and High Schools, b.) *Ignite Character!* for Elementary Schools and c.) Professional Development, Consulting and 1 on 1 Coaching for Creating a Successful District and Schoolwide Culture of Success

Blended Training Curriculum: The mentoring curriculum for High School aligns with ELAC National Standards, Ed Technology National Standards. The mentoring curriculum for High School, Middle School and Ignite Character! for Elementary School aligns with the ASCA National Standards and Mindsets & Behaviors for Student Success.

Training: Integrated, interactive, facilitated training where *everyone* is a learner!

Yearlong Student Mentoring

Cultivating a supportive community that fosters respectful relationships require intentional planning, protocols, and content. The system and structure include foundational kick off training, and all training topics have been designed to meet the ever-changing needs of today's teenage learner. While attendance, behavior, and graduation rates are important outcomes from our initiatives, we also focus on the whole child, fulfilling the social and emotional needs of today's youth.

Schools are working overtime to meet expectations on testing, data, and safety. Our solution is to expand the leadership capacity of your school through the power of peer influence. Students are the greatest untapped resource! Ignite Nation implements a system aligned with ASCA National Standards, that brings in practices resulting in both, Mastery (best work) and Relational (best self).

Through formal and informal weekly connections, Mentors are given a structure that allows them to check in with their mentees formally and informally, review their progress in school, and encourage their personal growth. Forming these relationships leads to meaningful connections that challenge mentees to assess their study habits, time management, talk through peer pressure vs. peer influence, develop coping skills for feelings of self-doubt, and creating a sense of community in their classrooms.

This Transitions Mentoring System includes educating the building staff on the vision and goals of the program. A recruiting system for bringing on the mentors and ongoing coaching and training. We recommend a two-day training camp for the mentors at MS & HS for this new team of student mentors and support staff. This foundational training will strengthen the school community and will develop skills in public speaking, facilitation process, classroom management, and most importantly inspire your student mentors to align with your socio emotional and academic goals leading to an increase in graduation for your High School over the years.



Creating a Culture of Success

The Ignite Nation Training Platform:

The Ignite Nation Bridge training platform for Secondary Schools include online access to interactive instructional training videos, and curriculum. The training curriculum aligns National Standards. Ed Technology National Standards. Advisors, Executive Mentors and Mentors are provided over 60 hours of learning through interactive training videos that are designed to support their roles. Our goal is to partner with you to have your school certified in 1-2 years. (Standards Breakdown Attached)

Student Transitions Mentoring Online Training System

Choose between 3 Levels of Support towards Sustainability

LEVEL 1: BASIC program has been designed for first or second year schools that *have an existing program in place and are looking to enhance their level of support and outcomes.* Your school will be assigned an Ignite coach to work with all year. Virtual Meetings for Advisors, and Executive Mentors will be part of your customized support. Our goal is to help you maximize the results of implementation and create a system where your team will feel supported and your community begins to see results in their first semester.

Level 2: Jump Start helps the school get off to a great start. Training Advisors, Executive Mentors, and Mentors is the key. 2-Full Days of onsite Executive Mentor Training, and 2 full days of onsite Mentor Kick off Training with your assigned Ignite Coach, Trainers, and college interns. Training empowers mentors to support every incoming student and gives them the motivation and skills to build long lasting relationships. The training days include motivational assemblies, team building activities and breakouts for skill development in public speaking, facilitation & classroom management. Mentors will learn the agenda and execution of the 'Orientation day' for the incoming class. At the end of the two days of each camp, your team will be empowered to lead their first event.

Level 3: Yearlong Support, Includes Level 1 & 2, plus ongoing Onsite Support.

Ideally for schools wanting to implement peer mentoring for the first time.

Supports school advisors, and Executive Mentors and Mentors by having one of our Ignite Coaches assigned to your school. Your coach will attend your monthly training sessions, modeling the process, work with your advisors to implement a 'train the trainer' system. This most requested level of support for first and second year Ignite schools over the last two decades will get you results in the first few months. Most schools schedule at least 2 onsite monthly Lesson Trainings (of the 8 monthly lessons) in their first year. Ignite supports the transformation of the building every step of the way.

SUSTAINABLE: Yearly School Subscription. Our Ignite Nation Bridge training platform for Secondary Schools include online access to instructional training videos, and curriculum. (The training curriculum for Middle School and High School aligns with ELAC National standards, Ed Technology National Standards, ASCA National Standards and Mindsets & Behaviors for Student Success National Standards. Advisors, Executive Mentors and Mentors have over 60 hours of learning designed to support their role. Our goal is to get your school certified in 1-2 years. * National Standards Framework attached.)

Creating a Culture of Success

Student Mentoring System

The program begins with foundational summer training for advisors, executive mentors and mentors. Creating an articulation between buildings is included for all trainings as they develop their own system aligned to their building goals.

Our tiered approach supports our sustainable system giving ownership to all stakeholders in year one. Along with role development the yearlong training supports our focus areas including Ignite Watch a Tier II outcome- based intervention, Celebrations and lesson customization.

1. Selection Process: A system to select mentors is included providing an equity foundation for supporting the incoming class. Student mentors support the 9th & 6th graders on a 1:5 ratio including a team of executive mentors (1 per classroom) leading the team. We recommend your incoming staff be brought into the vision of helping students do their best work and be their best selves. Setting goals around academic achievement for incoming class.

2. Summer Training: includes an Executive Mentor Regional 2-day Camp and onsite 2-day Mentor camp for all mentors co lead by your Executive Mentors. Summer training provides a vision and gives your students motivation to do their best work. Camp include large group activities; speakers, team building, and skill development breakout sessions developing the leadership skills. Your mentors will be trained on running your fall orientation during summer camp. Training lays foundation for your student leadership capacity & the role your mentors will play.

3. Summer Orientation: your Ignite team can help create an Orientation plan for your incoming students. We recommend your team run a ½ or 1-day orientation for the incoming class. Some schools do this before fall semester and others do it on the first day of school. Your coach will work with you to provide a plan to best suit your community. The day would include assemblies, large group activities and breakouts for your incoming students and staff.

4. Yearlong Lesson Support: Yearlong support includes meeting with admin, teacher staff, ongoing review the goals of the program, leadership development of the mentors and begin the focus areas of Ignite including Ignite Watch, Celebrations and Ignite Nation advancement system. Co-train the executive mentors and advisors on 4 of the 8 lessons certifying the team on the system. Training includes reviewing all lessons to align with school needs, coaching staff and executive mentors ongoing, feedback and certification for the m2m yearlong system.

a. Many schools choose to have a C.T.E. class to host the mentor training and leadership development.

* Framework for the Education Leadership Class Attached.

5. Spring Transitions System: Ignites role is to prepare and supporting your advisors on building a team, set goals, support the selection process and communication steps for all stakeholders. A training and coaching system will be customized to the needs and capacity of your building teams. We will work alongside your advisors providing training and ongoing support. Your advisors will be certified over 1-2 years on the system that can become a tradition for their school.

a. Selection of Student Mentor Team: New team of student mentors selected as spring transitions team from each school. We recommend this be a combination of current Freshman-Juniors with a passion for making a difference. Selection process can include an overview presentation to the recommended students and staff presentation brining the building together under one vision.

Creating a Culture of Success

b. Training kicking off: The Transitions Plan for the Incoming class begins with training days. We recommend bringing both HS teams together for two training days. This will lay the foundation for the program and focus on skill development for your mentor teams. We will work closing with your assigned staff so they are an active part of the training days. Second day of training focus is on preparing for Lesson 1 and Lesson 2 for the Spring Transitions Plan.

c. Spring Transition Lessons & Visits: *Your mentors will be trained to run 3, 30 min lessons with your 8th grade class at a selected time at your middle schools.* Your mentors will break the ice with their mentees, dispel high school myths and rumors, talk about what it takes to be a Model 9th grader, and share the importance of staying on track to graduation! The training system includes one hour participating in the lesson, 30 min practicing with classroom teams and 30 minutes onsite delivering the lessons.

d. Day of Transition: This Spring Orientation event is co-designed with your traditions in mind and customized lessons that meet the needs of your incoming students. The Ignite team can coach your school staff to run the event getting 8th graders excited about attending each high school in the fall. We recommend you allow at least 3-hours of a day to the event, includes an assembly, school tours, an overview of athletics, clubs, activities to get involved in, and a meet and greet with 9th grade teachers along with breakouts ran by mentors. Ignite recommends you take a day to train your mentors to run this event and again training can be combined for cost efficiency.

6. Outcomes to M2M time and Spring Transitions. Mentors deliver 8-15 formal lessons supporting the social, emotional and academic needs of the incoming students. The mentors each have 5 mentees allowing for relationship and understanding to develop. Formal lessons are designed to give every incoming student an upper-class mentor advocate that helps them navigate their first year in the new school. This safe connection to an upper-class student is the vehicle schools have used for 20 years to get results on improving academics, decreasing referrals, improving attendance and increase in graduation over 3 years.

Ignite Character for K-5 Elementary Schools

Student Character Ambassadors model foundational habits for the classroom, lunchroom, hallways, bus ride and recess time! When students understand the concept of stewardship, they are given the opportunity to engage and value their peers despite their diversities. Take advantage of these formative years and allow your Character Ambassadors to grow and help their community grow as well!

School Ambassador Staff Team: Ignite will work with your building coordinator and staff team to set criteria and an application process for your student ambassadors. The team will attend training designed to lay a foundation for the program. The staff will work with your Ignite coach. This is a 'train the trainer' model. The Ignite Coach models the trainings for the advisor and supports your staff through the baby steps. We will chart a 3-year course and set goals for the program. The program will align with building interventions in place.

Creating a Culture of Success

Ignite Character Staff Advisor Training

A day of training for the advisors before the Ambassador kickoff training is recommended to paint the vision for of the program, introduce the staff to the online training system, ambassador lesson training process, and how to support your classroom teachers on what to expect monthly with the classroom lessons. Ongoing training and coaching is provided throughout the year.

Character Ambassador development: A selected caring and trained team of student ambassadors will support every classroom. Ongoing training, classroom feedback and course corrections are features in the program. Ambassador kickoff days provides team building, sets the goals of the program, paints a vision for your student ambassadors and allows the team to set expectations and standards.

We will also train your team on their first monthly lesson. This train the trainer model, allows the school advisors to gain an understanding of the best practices and skills needed. Leadership skills of public speaking, understanding the four parts of a lesson, facilitation skills, classroom management and how to engage their audiences are all covered in the two-day training.

Character Curriculum: The monthly lessons focus is on character themes supporting student empowerment and strengthen the school community. Student ambassadors become key advocates in getting results and raising beliefs. This impact includes an increase in student achievement, and an increase in positive student behavior.

Professional Development

Creating a District and School Wide Success Culture

Schools are facing character-based challenges that are having a profound impact on student education. It is becoming evident that for sustainable student success the focus must be on improving overall school culture.

GOAL: to create buy in, to develop an understanding of culture and create the foundational documents that will lead to a sustainable Culture of Success. Culture Audits, School wide Survey and Recommendations for action steps: Hear their voices on current culture, desired culture and potential solutions

Our Consulting, Coaching and Training process and protocols involve:

1. Establish Baseline of existing Culture: Anecdotal Culture audits; School wide surveys and assessments.

Assessments from Institute of Excellence and Ethics on State of Culture: Conduct anecdotal culture audit with various stakeholders and Summarize and Strategize with leadership

Recommended stakeholders to be involved include principal, admins, leadership team, certified and classified staff sampling, student sampling and possible community members.

Baseline Assessment with Institute for Excellence and Ethics (IEE)- the research of Smart & Good Schools

Creating a Culture of Success

School wide assessment (staff and students) of Character and Culture surveys from the Institute for Excellence and Ethics. Data will show staff and student perceptions of character and culture.

2. Establishing desired state criteria and expectations.

3. Working on the GAP: Creation of foundational practices and documents including: Shared Beliefs, Staff Compact for Excellence and a School Touchstone, 'The _____ Way';

Shared beliefs: training sessions with leadership team to develop a common set of beliefs that all stakeholders share as the foundational piece to the work. Establishing shared beliefs as a foundation leads to actions, mindsets and consistent practices for work supporting student growth.

Staff Compact for Excellence: From Shared beliefs, developing trust and practices that address consistent communications, conflict resolution, classroom practices that empowers and lays boundaries, so every group can work within their scope to do their Best Work while being their Best Selves.

Creating the Schoolwide Touchstone: Working with Staff, students and parents to create the School Touchstone, "The _____ Way!" Create a compelling binding language that allows the community to be inspired and hold each other accountable to the behaviors and practices that furthers excellence of doing their best work and being their best selves. This touchstone can serve as a guiding light that furthers what district/school stands for!

4. Embedding Practices and Systems to build sustainability

Continue the Work of Developing practices that drive the Touchstone to come to life in the classroom, hallways, playing fields and lunchroom. Continue to develop accountable practices that encourages all to do their best work while doing it with respect & care. This consistent delivery leads to sustainable success.

5. Working *through* leadership team to build capacity and for sustainability

6. 1 on 1 Coaching, Consulting, Strategizing with Leadership on Plan of Action

7. Developing a Strategic communication plan within school and community:

Communicate one vision, one focus consistently with intentionality to the various stakeholders with the language of a character- based Culture initiative. Work in sync with other agencies so that there is consistency in the message.

Continue to focus on the belief that: Systems + Structures = Sustainable Success

DREAMDESIGNDO

3D LEARNING™ CURRICULUM

A curriculum designed to assist educators
in weaving the design thinking process
through any content area curriculum.



- Integrate STEM in real-world applications
- Expose students to REAL-WORLD, PROBLEM-BASED learning experiences beyond the classroom
- Provide AUTHENTIC, hands-on learning
- Engage students in investigations and INQUIRY-BASED learning
- Aligned to ISTE, NGSS, and STATE specific Standards



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SAMPLE KIT



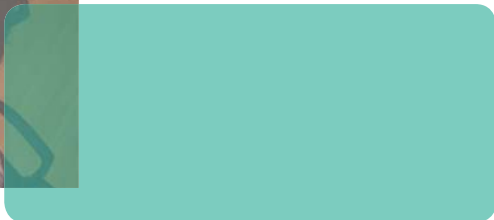
Sample Introduction
Sample Lesson Plans
Sample Appendix: Rules for Brainstorming,
Constraint Report, Rubrics

TRANSFORM CLASSROOMS WITH
ACTIVE LEARNING THAT PROMOTES CRITICAL THINKING

COMMITTED TO LEARNING
One Student at a Time
Office DEPOT

Created by:  Wallingford 3D Learning™
Dream, Design, Do™

By Educators, for Educators

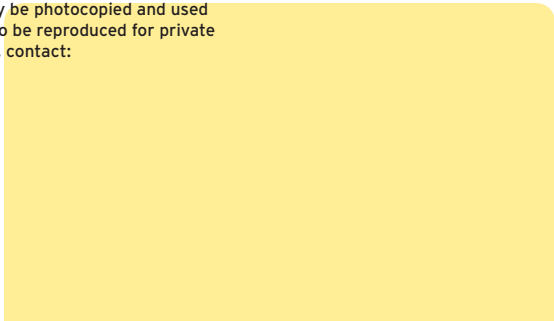


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DREAMDESIGNDO™

3D LEARNING™ CURRICULUM

SAMPLE KIT

Table of Contents

INTRODUCTION.....	5
Introducing the 3D Learning Curriculum	7
A Message from the Developers	8
Curriculum Overview	9
UNDERSTANDING THE ORGANIZATION.....	11
Class Organization Charts	
Level 1: Early Elementary (Grades K-2)	12
Level 2: Upper Elementary (Grades 3-5)	13
Level 3: Middle School (Grades 6-8)	14
LESSON PLANS: GRADE 1.....	15
Alignment Charts (Core Values, NGSS, CCSS, ISTE)	
Level 1: Early Elementary (Grades K-2)	16
Grade 1 Lesson Plan	23
LESSON PLANS: GRADE 4.....	27
Alignment Charts (Core Values, NGSS, CCSS, ISTE)	
Level 2: Upper Elementary (Grades 3-5)	28
Grade 4 Lesson Plan.....	35
LESSON PLANS: GRADE 7.....	39
Alignment Charts (Core Values, NGSS, CCSS, ISTE)	
Level 3: Middle School (Grades 6-8).....	40
Grade 7 Lesson Plan.....	35
APPENDIX.....	55
NOTES	60

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3D LEARNING CURRICULUM

Introducing the 3D Learning Curriculum

The **3D Learning Curriculum** is designed to create a personalized, constructivist-learning opportunity for all students. Students are encouraged to **DREAM** big, **DESIGN** creatively, and **DO** (**DREAM, DESIGN, DO**) what innovators, creators, and engineers embark on every day. The goal of this K–12 curriculum is to expose students to real-world problem-based learning with connections beyond the classroom. Research shows that children should learn to investigate questions about the real world. This curriculum provides authentic, hands-on learning experiences that challenge students to identify problems beyond the classroom walls based on their interests.

In an **interdisciplinary** and **applied approach**, this curriculum integrates a STEM (Science, Technology, Engineering, and Mathematics) curriculum in a real-world application. “In the 21st century, scientific and technological innovations have become increasingly important as we face the benefits and challenges of both globalization and a knowledge-based economy. To succeed in this new information-based and highly technological society, students need to develop their capabilities in STEM to levels much beyond what was considered acceptable in the past.” (*National Science Foundation*)

The design thinking skills emphasized support innovative thinking, creativity, critical thinking, problem solving, communication, and collaboration skills. The curriculum fosters awareness of the design process: defining a problem, doing research, identifying possible solutions, designing and developing models or prototypes, testing the design, making modifications, retesting, and communicating. It promotes learning by doing in an open, social, peer-led environment by putting the learner at the center of the learning.

Mini-Capstone

refers to activities and assignments that develop the needed skills to successfully complete a high school Capstone project.

Capstone—Also called a Capstone experience, culminating project, or senior exhibition, among many other terms, a **Capstone project** is a multifaceted assignment that serves as a culminating academic and intellectual experience for students, typically during their final year of high school or middle school, or at the end of an academic program or **learning-pathway experience**.

(*The Glossary of Education Reform*)

Capstone projects are generally designed to encourage students to think critically, solve challenging problems, and develop skills such as oral communication, public speaking, research skills, media literacy, teamwork, planning, self-sufficiency, or goal setting—i.e., skills that will help prepare them for college, modern careers, and adult life. (*The Glossary of Education Reform*)



3D LEARNING CURRICULUM

The teachers at Wallingford Public Schools have embarked on a journey to write a curriculum designed to facilitate the development of design thinking. Office Depot's K-12 Committed to Learning has partnered with them to ensure teachers across the country have access to this curriculum. Here is a message to YOU from the Wallingford teachers creating the curriculum.

"In Wallingford, we created the first of our Innovation Teams in 2011. These teams of teachers worked together to develop and implement programs that create learning environments that are personalized and engaging for all students. The first Innovation Team developed the Wallingford 100 Program—100% community involvement, with 100% student engagement, for 100% graduation rate and post-graduation success of our students. Following this innovation trend, the 2015 Innovation Team began by expanding the high school Capstone experience to the middle school level. In developing this experience, the Wallingford 3D Learning Program was developed.

*"The Wallingford 3D Learning Program is Wallingford's design thinking cycle of **DREAM, DESIGN, DO**. The K-12 curriculum is designed to involve students in a variety of activities and challenges that will develop their critical thinking, communication, collaboration, and creativity skills. These skills are vital for success in the classroom and beyond. It offers a personalized learning experience that gives the students a voice and choice in their education. To support the program, this curriculum was created at each middle school where the students are able to collaborate, create, invent, tinker, and explore their own design ideas using a variety of tools and materials.*

"The purpose of this learning program is to make students aware of their surroundings, have the empathy to identify what's broken, and possess the skills and mindset to go and fix it.

"It is our sincere hope that each teacher who uses this curriculum will experience the same successes that we have experienced implementing the curriculum in our Wallingford 3D Learning Program."

Happy Designing

CURRICULUM OVERVIEW

Overview

The **3D Learning Program** is a Pre-K–12 initiative to increase student engagement through the development of student-driven, research-based design thinking. This program, developed to teach and promote the process of design thinking, follows a simple progression of engaging students in the process of thinking about solutions to problems as they progress through the phases of development of self and social-cognition.

3D Learning Framework

There are four levels in the curriculum: **Early Elementary** (Grades K-2), **Upper Elementary** (Grades 3-5), **Middle School** (Grades 6-8), and **High School** (Grades 9-12).

Each level contains three different themes: Early and Upper Elementary themes are **Myself, My Family, and My Community**, while the Middle School level encompasses **School, Community, and World**. The High School level is **Independent Choice**. The themes at each level are designed to help direct students to developmentally appropriate projects. These themes are not restrictive, but are meant to guide and focus student thinking. For the Capstone project, high school students can select their own theme. Suggested themes are: alternative energy, architecture, clean water, spying/surveillance, etc.

Each theme within the curriculum consists of three modules, **DREAM, DESIGN, DO**. These modules are designed to guide students through a series of prescribed steps in the design process as they conceptualize, design, and create a solution to a problem. Each module is an important step in the design thinking problem-solving process using cross-curricular skills: critical thinking, creativity, collaboration, and communication. The lessons within each module provide a suggested roadmap for teachers to follow.

Mini-Capstone

refers to activities and assignments that develop the needed skills to successfully complete a high school Capstone project.

Capstone—Also called a Capstone experience, culminating project, or senior exhibition, among many other terms, a **Capstone project** is a multifaceted assignment that serves as a culminating academic and intellectual experience for students, typically during their final year of high school or middle school, or at the end of an academic program or **learning-pathway experience**.

(The Glossary of Education Reform)

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CURRICULUM OVERVIEW



DREAM

In the **Dream module**, students concentrate on idea generation and solutions. Students will explore how to brainstorm ideas and possible solutions, identify problems and solutions to the problem, gather information and materials, and identify constraints. This is part of the design process, where students ideate an idea or problem to solve.



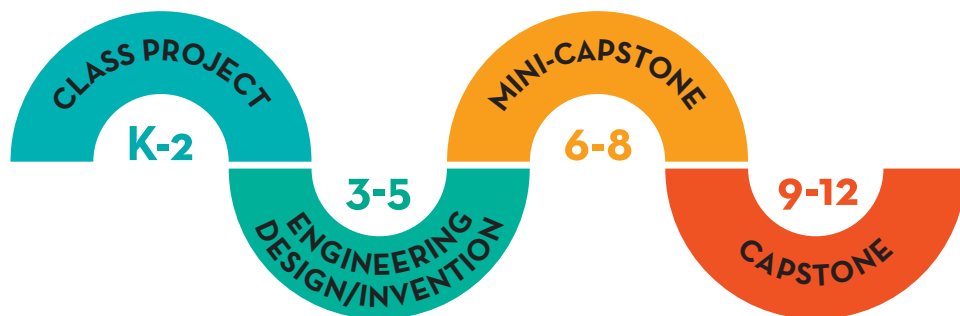
DESIGN

In the **Design module**, students select a solution, design and construct a prototype, and redesign or modify the design based on test results. This is the phase when a design goes through the iteration process until the desired results are achieved.



DO

In the **Do module**, students reflect on the design process and design solution they have developed. They will create their final design and demonstrate the skills needed to explain the impact of the design and its relation to the initial problem.



9-12 Available Fall 2018

UNDERSTANDING THE ORGANIZATION

K-12 Overview

Level 1: Early Elementary K-2	Level 2: Upper Elementary 3-5	Level 3: Middle School 6-8	Level 4: High School 9-12 <small>Fall 2018</small>
Myself	Myself	School-6th	Capstone: Independent Choice
My Family	My Family	Community-7th	Capstone: Independent Choice
My Community	My Community	World-8th	Capstone: Independent Choice

Early Elementary Level (Grades K-2) and Upper Elementary Level (Grades 3-5)

In the Early Elementary grades, students will progress through the three learning modules of **DREAM**, **DESIGN**, **DO** in a guided setting as they begin to learn how to develop problems, solutions, and models to solve the problems, and then make visible their critical thinking skills as they communicate their thinking and reasoning for their solutions.

In the Upper Elementary grades, teachers choose to facilitate either independent projects or inventions using the same themes and modules used in the Early Elementary level.

Middle School Level (Grades 6-8) and High School Level (9-12)

The **DREAM**, **DESIGN**, **DO** modules are the backbone of the middle school Mini-Capstone project. Students' skills develop in sophistication while they are prepared to independently create and complete a Capstone project in high school.

The **Capstone project** is the culmination of the curriculum, where students independently apply all the skills they learned and demonstrate their thinking process. Students will use their communication skills to make visible their critical thinking. They will identify their problem, share their solution (stating their claims with evidence), and defend that evidence (the warrant).

The modules consist of lessons specifically tied to the goal(s) of the module and the theme.










LEVEL 1: EARLY ELEMENTARY SCHOOL

Understanding the Early Elementary School Organization
Class Project Organization

GRADE	THEMES	MODULES	LESSONS
KG	Myself My Family My Community	 DREAM	Lesson K.1 Brain Drain Lesson K.2 Problem Identification Lesson K.3 Problem Statement Lesson K.4 Think It!
		 DESIGN	Lesson K.5 Solve It! Lesson K.6 Make It!
		 DO	Lesson K.7 Show It!
1	Myself My Family My Community	 DREAM	Lesson 1.1 Brain Drain Lesson 1.2 Problem Identification Lesson 1.3 Problem Statement Lesson 1.4 Think It!
		 DESIGN	Lesson 1.5 Solve It! Lesson 1.6 Make It!
		 DO	Lesson 1.7 Show It!
2	Myself My Family My Community	 DREAM	Lesson 2.1 Brain Drain Lesson 2.2 Problem Identification Lesson 2.3 Problem Statement Lesson 2.4 Think It!
		 DESIGN	Lesson 2.5 Solve It! Lesson 2.6 Make It!
		 DO	Lesson 2.7 Show It!










LEVEL 2: UPPER ELEMENTARY SCHOOL

Understanding the Upper Elementary School Organization
Engineering/Design Invention Organization

GRADE	THEMES	MODULES	LESSONS
3	Myself My Family My Community	 DREAM	Lesson 3.1 Brain Drain Lesson 3.2 Problem Identification Lesson 3.3 Problem Statement Lesson 3.4 Think It!
		 DESIGN	Lesson 3.5 Solve It! Lesson 3.6 Make It!
		 DO	Lesson 3.7 Show It!
4	Myself My Family My Community	 DREAM	Lesson 4.1 Brain Drain Lesson 4.2 Problem Identification Lesson 4.3 Problem Statement Lesson 4.4 Think It!
		 DESIGN	Lesson 4.5 Solve It! Lesson 4.6 Make It!
		 DO	Lesson 4.7 Show It!
5	Myself My Family My Community	 DREAM	Lesson 5.1 Brain Drain Lesson 5.2 Problem Identification Lesson 5.3 Problem Statement Lesson 5.4 Think It!
		 DESIGN	Lesson 5.5 Solve It! Lesson 5.6 Make It!
		 DO	Lesson 5.7 Show It!

LEVEL 3: MIDDLE SCHOOL MINI-CAPSTONE CURRICULUM

Understanding the Middle School
Mini-Capstone Organization

GRADE	THEME	MODULES	LESSONS
6	School	 DREAM	Lesson 6.1 Brainstorming Lesson 6.2 Design Challenges Lesson 6.3 Finding the Problem Lesson 6.4 Gathering Information Lesson 6.5 What's the Problem? Lesson 6.6 Solutions
		 DESIGN	Lesson 6.7 Problems with the Problem Lesson 6.8 Modeling Lesson 6.9 Evaluation Cycle
		 DO	Lesson 6.10 Final Design Lesson 6.11 Presenting Lesson 6.12 Final Reflection
7	Community	 DREAM	Lesson 7.1 Brainstorming Lesson 7.2 What's the Problem? Lesson 7.3 Solutions
		 DESIGN	Lesson 7.4 Problems with the Problem Lesson 7.5 Modeling Lesson 7.6 Evaluation Cycle
		 DO	Lesson 7.7 Final Design Lesson 7.8 Presenting Lesson 7.9 Final Reflection
8	World	 DREAM	Lesson 8.1 World Problems Lesson 8.2 Brainstorming Problems Lesson 8.3 Defining the Problem Lesson 8.4 Brainstorming Solutions
		 DESIGN	Lesson 8.5 Creating Prototypes
		 DO	Lesson 8.6 Final Project

CURRICULUM
DREAM

LESSON PLANS: GRADE 1



ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 1: EARLY ELEMENTARY SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DREAM Problem Generation 1. Brainstorm problems 2. Identify problems 3. Ask questions 4. Gather information/ identify requirements and constraints 5. Define/explain the problem Solution Generation 1. Brainstorm solutions 2. Identify possible solutions 3. Define and explain best solution	Community Involvement and Engagement Health, Wellness, and Safety Integrity Personal Responsibility Lifelong Learning Creativity Belonging	K-2-ETS1. Engineering Design 1. Structure, Function, and Information Processing 1. Space Systems: Patterns and Cycles 1. Waves: Light and Sound

Common Core State Standards	International Society for Technology in Education Standards (ISTE)	
<p>CCSS.ELA-LITERACY.CCRA.SL.1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.</p> <p>CCSS.ELA-LITERACY.RI.1.1. Ask and answer questions about key details in a text.</p> <p>CCSS.ELA-LITERACY.SL.1.1. Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups.</p> <p>CCSS.ELA-LITERACY.SL.1.1.A. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion).</p> <p>CCSS.ELA-LITERACY.SL.1.1.B. Build on others' talk in conversations by responding to the comments of others through multiple exchanges.</p>	<p>CCSS.ELA-LITERACY.SL.1.1.C. Ask questions to clear up any confusion about the topics and texts under discussion.</p> <p>CCSS.ELA-LITERACY.SL.1.6. Produce complete sentences when appropriate to task and situation.</p> <p>CCSS.ELA-LITERACY.W.1.1. Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.</p> <p>CCSS.ELA-LITERACY.W.1.2. Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.</p> <p>CCSS.ELA-LITERACY.W.1.5. With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.</p>	<p>Creativity and Innovation— Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology</p> <p>a. Apply existing knowledge to generate new ideas, products, or processes</p> <p>b. Create original works as a means of personal or group expression</p> <p>c. Use models and simulations to explore complex systems and issues</p> <p>d. Identify trends and forecast possibilities</p>

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ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 1: EARLY ELEMENTARY SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DESIGN Problem Generation 1. Brainstorm problems 2. Identify problems 3. Ask questions 4. Gather information/ identify requirements and constraints 5. Define/explain the problem Solution Generation 1. Brainstorm solutions 2. Identify possible solutions 3. Define and explain best solution	Perseverance Health, Wellness, and Safety Integrity Personal Responsibility Lifelong Learning Creativity	K-2-ETS1. Engineering Design 1. Structure, Function, and Information Processing 1. Space Systems: Patterns and Cycles 1. Waves: Light and Sound

Common Core State Standards	International Society for Technology in Education Standards (ISTE)
<p>CCSS.ELA-LITERACY.CCRA.SL.1: Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively</p> <p>CCSS.ELA-LITERACY.RI.1.1: Ask and answer questions about key details in a text</p> <p>CCSS.ELA-LITERACY.SL.1.1: Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups</p> <p>CCSS.ELA-LITERACY.SL.1.1.A: Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion)</p> <p>CCSS.ELA-LITERACY.SL.1.1.B: Build on others' talk in conversations by responding to the comments of others through multiple exchanges</p> <p>CCSS.ELA-LITERACY.SL.1.1.C: Ask questions to clear up any confusion about the topics and texts under discussion</p> <p>CCSS.ELA-LITERACY.SL.1.6: Produce complete sentences when appropriate to task and situation</p>	<p>CCSS.ELA-LITERACY.W.1.1: Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure</p> <p>CCSS.ELA-LITERACY.W.1.2: Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure</p> <p>CCSS.ELA-LITERACY.W.1.5: With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed</p> <p>CCSS.ELA-LITERACY.W.1.7: Participate in shared research and writing projects (e.g., explore a number of "how-to" books on a given topic and use them to write a sequence of instructions)</p> <p>CCSS.ELA-LITERACY.W.1.8: With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question</p> <p>Creativity and Innovation— Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology</p> <p>a. Apply existing knowledge to generate new ideas, products, or processes</p> <p>b. Create original works as a means of personal or group expression</p> <p>c. Use models and simulations to explore complex systems and issues</p> <p>d. Identify trends and forecast possibilities</p>

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ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 1: EARLY ELEMENTARY SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DO 1. Analyze design options, evaluate solutions, and create final design 2. Determine, write, and describe: <ul style="list-style-type: none"> • Audience • Function • Description • Relation to community • Impact on community 3. Develop and share presentation 4. Final reflection	Respect Empathy Integrity Community Involvement and Engagement Personal Responsibility Lifelong Learning	K-2-ETS1. Engineering Design 1. Structure, Function, and Information Processing 1. Space Systems: Patterns and Cycles 1. Waves: Light and Sound

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CCSS.ELA-LITERACY.CCRA.SL.1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively. CCSS.ELA-LITERACY.RI.1.1. Ask and answer questions about key details in a text. CCSS.ELA-LITERACY.W.1.1. Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure. CCSS.ELA-LITERACY.W.1.2. Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure. CCSS.ELA-LITERACY.W.1.5. With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed. CCSS.ELA-LITERACY.W.1.7. Participate in shared research and writing projects (e.g., explore a number of "how-to" books on a given topic and use them to write a sequence of instructions). CCSS.ELA-LITERACY.W.1.8. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question. CCSS.ELA-LITERACY.SL.1.1. Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups. CCSS.ELA-LITERACY.SL.1.1.A. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion). CCSS.ELA-LITERACY.SL.1.1.B. Build on others' talk in conversations by responding to the comments of others through multiple exchanges. CCSS.ELA-LITERACY.SL.1.1.C. Ask questions to clear up any confusion about the topics and texts under discussion. CCSS.ELA-LITERACY.SL.1.6. Produce complete sentences when appropriate to task and situation.	Creativity and Innovation—Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology a. Apply existing knowledge to generate new ideas, products, or processes b. Create original works as a means of personal or group expression c. Use models and simulations to explore complex systems and issues d. Identify trends and forecast possibilities

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DREAMDESIGNDO

GRADE 1

LESSON 1.1 Brain Drain

Lesson Overview:

Students will practice and apply brainstorming skills to science topics.

Standard(s):

Next Generation Science Standards

K-2-ETS1.Engineering Design

K-2-ETS1-1. Ask questions, make observations, and gather information about a situation people want to change to define a simple problem that can be solved through the development of a new or improved object or tool.

K-2-ETS1-2. Develop a simple sketch, drawing, or physical model to illustrate how the shape of an object helps it function as needed to solve a given problem.

K-2-ETS1-3. Analyze data from tests of two objects designed to solve the same problem to compare the strengths and weaknesses of how each performs.

1.Structure, Function, and Information Processing

1-LS1-1. Use materials to design a solution to a human problem by mimicking how plants and/or animals use their external parts to help them survive, grow, and meet their needs.

1-LS1-2. Read texts and use media to determine patterns in behavior of parents and offspring that help offspring survive.

1-LS3-1. Make observations to construct an evidence-based account that young plants and animals are like, but not exactly like, their parents.

1.Space Systems: Patterns and Cycles

1-ESS1-1. Use observations of the sun, moon, and stars to describe patterns that can be predicted.

1-ESS1-2. Make observations at different times of year to relate the amount of daylight to the time of year.

1.Waves: Light and Sound

1-PS4-1. Plan and conduct investigations to provide evidence that vibrating materials can make sound and that sound can make materials vibrate.

Rules for Brainstorming:

Be flexible. List should be diverse.

Think fluently. List should be long. The most creative ideas usually are generated towards the end of the list. Think quantity, not quality.

Don't judge. Include all ideas at first, even ones that seem silly or unattainable. No discussion or criticism at this time.

Piggyback. When you get stuck, re-read the list and add ideas related to ones already on the list.

Work as a team. If two heads are better than one, how much better will five be?



DREAMDESIGNDO

GRADE 1

1-PS4-2. Make observations to construct an evidence-based account that objects in darkness can be seen only when illuminated.

1-PS4-3. Plan and conduct investigations to determine the effect of placing objects made with different materials in the path of a beam of light.

1-PS4-4. Use tools and materials to design and build a device that uses light or sound to solve the problem of communicating over a distance.

Common Core State Standards

CCSS.ELA-LITERACY.CCRA.SL.1. Prepare for and participate effectively in a range of conversations and collaborations with diverse partners, building on others' ideas and expressing their own clearly and persuasively.

CCSS.ELA-LITERACY.RI.1.1. Ask and answer questions about key details in a text.

CCSS.ELA-LITERACY.W.1.1. Write opinion pieces in which they introduce the topic or name the book they are writing about, state an opinion, supply a reason for the opinion, and provide some sense of closure.

CCSS.ELA-LITERACY.W.1.2. Write informative/explanatory texts in which they name a topic, supply some facts about the topic, and provide some sense of closure.

CCSS.ELA-LITERACY.W.1.5. With guidance and support from adults, focus on a topic, respond to questions and suggestions from peers, and add details to strengthen writing as needed.

CCSS.ELA-LITERACY.W.1.7. Participate in shared research and writing projects (e.g., explore a number of "how-to" books on a given topic and use them to write a sequence of instructions).

CCSS.ELA-LITERACY.W.1.8. With guidance and support from adults, recall information from experiences or gather information from provided sources to answer a question.

CCSS.ELA-LITERACY.SL.1.1. Participate in collaborative conversations with diverse partners about grade 1 topics and texts with peers and adults in small and larger groups.

CCSS.ELA-LITERACY.SL.1.1.A. Follow agreed-upon rules for discussions (e.g., listening to others with care, speaking one at a time about the topics and texts under discussion).

DREAMDESIGNDO

GRADE 1

CCSS.ELA-LITERACY.SL.1.1.B. Build on others' talk in conversations by responding to the comments of others through multiple exchanges.

CCSS.ELA-LITERACY.SL.1.1.C. Ask questions to clear up any confusion about the topics and texts under discussion.

CCSS.ELA-LITERACY.SL.1.6. Produce complete sentences when appropriate to task and situation.

Objective(s):

Students will review and practice brainstorming skills (fluency, creative thinking, no judging, and piggybacking) by listing common objects, listing curriculum-specific items, or participating in science-based **design challenges**.

*Note: For all lessons in the Grade 1 3D Learning Curriculum, it is recommended that students work in partners (or small groups) and are given adequate support for writing and communicating ideas.

Materials:

3D Design Journal, design challenge materials (such as construction paper, cardboard, scissors, tape, glue, sticky notes, markers), science challenge materials (such as straws, foam, balloons, cups, tape, glue, scissors, paper, cardboard, foam)

Procedure:

Initiation: Review the brainstorming rules (fluency, flexibility, no judging, and piggybacking) to students (see Appendix).

Lesson:

Present a variety of opportunities to brainstorm, such as listing common objects (school supplies, country names, and so on), listing curriculum-specific items (types of plants, animals in the ocean, things in space), or participating in science-based design challenges, such as: design a parachute to help Jack and the Beanstalk escape from the giant; design a tool to pick up trash without touching it; or, devise a method to clean up an oil spill (use vegetable oil in a tub of water for testing).

Closure: Students' lists of brainstormed problems are a starting point for the 3D engineering design project. As students continue through the process, they may come back to the original list many times.

CURRICULUM

DREAMDESIGNDO GRADE 1

Assessment: Teacher will assess students in the areas of fluency, flexibility, no judging, and piggybacking.

Differentiation: Teacher will differentiate by allowing students to work in partners, to communicate verbally or with technology, or with any other suggestions in their educational plan that would assist students in communicating their ideas to the group.

CURRICULUM DESIGN

LESSON PLANS: GRADE 4



ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 2: UPPER ELEMENTARY SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)	Common Core State Standards	International Society for Technology in Education Standards (ISTE)
DREAM Problem Generation 1. Brainstorm problems 2. Identify problems 3. Ask questions 4. Gather information/ identify requirements and constraints 5. Define/explain the problem Solution Generation 1. Brainstorm solutions 2. Identify possible solutions 3. Define and explain best solution	Community Involvement and Engagement Health, Wellness, and Safety Integrity Personal Responsibility Lifelong Learning Creativity Belonging	3-5-ETS1 Engineering Design 4.Energy 4.Waves 4.Structure, Function, and Information Processing 4.Earth's Systems: Processes that Shape the Earth	CCSS.ELA-LITERACY.SL.4.6: Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation CCSS.ELA-LITERACY.W.4.1: Write opinion pieces on topics or texts, supporting a point of view with reasons and information CCSS.ELA-LITERACY.W.4.1.A: Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose CCSS.ELA-LITERACY.W.4.1.B: Provide reasons that are supported by facts and details CCSS.ELA-LITERACY.W.4.2: Write informative/explanatory texts to examine a topic and convey ideas and information clearly CCSS.ELA-LITERACY.W.4.2.A: Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension CCSS.ELA-LITERACY.W.4.2.B: Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic CCSS.ELA-LITERACY.W.4.4: Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience CCSS.ELA-LITERACY.W.4.5: With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing CCSS.ELA-LITERACY.W.4.7: Conduct short research projects that build knowledge through investigation of different aspects of a topic CCSS.ELA-LITERACY.W.4.10: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences	Creativity and Innovation—Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology a. Apply existing knowledge to generate new ideas, products, or processes b. Create original works as a means of personal or group expression c. Use models and simulations to explore complex systems and issues d. Identify trends and forecast possibilities

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ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 2: UPPER ELEMENTARY SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DESIGN Problem Generation 1. Brainstorm problems 2. Identify problems 3. Ask questions 4. Gather information/ identify requirements and constraints 5. Define/explain the problem Solution Generation 1. Brainstorm solutions 2. Identify possible solutions 3. Define and explain best solution	Perseverance Health, Wellness, and Safety Integrity Personal Responsibility Lifelong Learning Creativity	3-5-ETS1 Engineering Design 4.Energy 4.Waves 4.Structure, Function, and Information Processing 4.Earth's Systems: Processes that Shape the Earth

Common Core State Standards	International Society for Technology in Education Standards (ISTE)	
<p>CCSS.ELA-LITERACY.SL.4.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly</p> <p>CCSS.ELA-LITERACY.SL.4.1.A: Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion</p> <p>CCSS.ELA-LITERACY.SL.4.1.B: Follow agreed-upon rules for discussions and carry out assigned roles</p>	<p>CCSS.ELA-LITERACY.SL.4.1.C: Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others</p> <p>CCSS.ELA-LITERACY.SL.4.1.D: Review the key ideas expressed and explain their own ideas and understanding in light of the discussion</p> <p>CCSS.ELA-LITERACY.SL.4.4: Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace</p>	<p>Creativity and Innovation—Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology</p> <ul style="list-style-type: none">a. Apply existing knowledge to generate new ideas, products, or processesb. Create original works as a means of personal or group expressionc. Use models and simulations to explore complex systems and issuesd. Identify trends and forecast possibilities

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ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 2: UPPER ELEMENTARY SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DO 1. Analyze design options, evaluate solutions, and create final design 2. Determine, write, and describe: <ul style="list-style-type: none"> • Audience • Function • Description • Relation to community • Impact on community 3. Develop and share presentation 4. Final reflection	Respect Empathy Integrity Community Involvement and Engagement Personal Responsibility Lifelong Learning	3-5-ETS1 Engineering Design 4.Energy 4.Waves 4.Structure, Function, and Information Processing 4.Earth's Systems: Processes that Shape the Earth

Common Core State Standards	International Society for Technology in Education Standards (ISTE)
<p>CCSS.ELA-LITERACY.CCRA.SL.4: Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience</p> <p>CCSS.ELA-LITERACY.CCRA.W.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience</p> <p>CCSS.ELA-LITERACY.SL.4.1.A: Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion</p> <p>CCSS.ELA-LITERACY.SL.4.1.B: Follow agreed-upon rules for discussions and carry out assigned roles</p> <p>CCSS.ELA-LITERACY.SL.4.1.C: Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others</p> <p>CCSS.ELA-LITERACY.SL.4.1.D: Review the key ideas expressed and explain their own ideas and understanding in light of the discussion</p> <p>CCSS.ELA-LITERACY.SL.4.4: Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace</p> <p>CCSS.ELA-LITERACY.SL.4.6: Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation</p> <p>CCSS.ELA-LITERACY.W.4.1: Write opinion pieces on topics or texts, supporting a point of view with reasons and information</p> <p>CCSS.ELA-LITERACY.W.4.1.A: Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose</p> <p>CCSS.ELA-LITERACY.W.4.1.B: Provide reasons that are supported by facts and details</p> <p>CCSS.ELA-LITERACY.W.4.2: Write informative/explanatory texts to examine a topic and convey ideas and information clearly</p> <p>CCSS.ELA-LITERACY.W.4.2.A: Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension</p> <p>CCSS.ELA-LITERACY.W.4.2.B: Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic</p> <p>CCSS.ELA-LITERACY.W.4.10: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences</p>	<p>Creativity and Innovation—Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology</p> <p>a. Apply existing knowledge to generate new ideas, products, or processes</p> <p>b. Create original works as a means of personal or group expression</p> <p>c. Use models and simulations to explore complex systems and issues</p> <p>d. Identify trends and forecast possibilities</p>

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DREAMDESIGNDO

GRADE 4

LESSON 4.1 Brain Drain

Lesson Overview:

Students will practice and apply brainstorming skills to science.

Rules for Brainstorming:

Be flexible. List should be diverse.

Think fluently. List should be long. The most creative ideas usually are generated towards the end of the list. Think quantity, not quality.

Don't judge. Include all ideas at first, even ones that seem silly or unattainable. No discussion or criticism at this time.

Piggyback. When you get stuck, re-read the list and add ideas related to ones already on the list.

Work as a team. If two heads are better than one, how much better will five be?



Standard(s):

Next Generation Science Standards

3-5-ETS1 Engineering Design

3-5-ETS1-1. Define a simple design problem reflecting a need or a want that includes specified criteria for success and constraints on materials, time, or cost.

4.Energy

4-PS3-1. Use evidence to construct an explanation relating the speed of an object to the energy of that object.

4-PS3-2. Make observations to provide evidence that energy can be transferred from place to place by sound, light, heat, and electric currents.

4-PS3-3. Ask questions and predict outcomes about the changes in energy that occur when objects collide.

4-PS3-4. Apply scientific ideas to design, test, and refine a device that converts energy from one form to another.

4-ESS3-1. Obtain and combine information to describe that energy and fuels are derived from natural resources and their uses affect the environment.

4.Waves

4-PS4-1. Develop a model of waves to describe patterns in terms of amplitude and wavelength and that waves can cause objects to move.

4-PS4-3. Generate and compare multiple solutions that use patterns to transfer information.

4.Structure, Function, and Information Processing

4-PS4-2. Develop a model to describe that light reflecting from objects and entering the eye allows objects to be seen.

4-LS1-1. Construct an argument that plants and animals have internal and external structures that function to support survival, growth, behavior, and reproduction.

DREAMDESIGNDO

GRADE 4

Design challenges are a hands-on activity to design, build, and test a prototype solution to a given problem.

4-LS1-2. Use a model to describe that animals receive different types of information through their senses, process the information in their brain, and respond to the information in different ways.

4.Earth's Systems: Processes that Shape the Earth

4-ESS1-1. Identify evidence from patterns in rock formations and fossils in rock layers to support an explanation for changes in a landscape over time.

4-ESS2-1. Make observations and/or measurements to provide evidence of the effects of weathering or the rate of erosion by water, ice, wind, or vegetation.

4-ESS2-2. Analyze and interpret data from maps to describe patterns of Earth's features.

4-ESS3-2. Generate and compare multiple solutions to reduce the impacts of natural Earth processes on humans.

Common Core State Standards

CCSS.ELA-LITERACY.CCRA.W.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience.

CCSS.ELA-LITERACY.CCRA.SL.4: Present information, findings, and supporting evidence such that listeners can follow the line of reasoning and the organization, development, and style are appropriate to task, purpose, and audience.

CCSS.ELA-LITERACY.W.4.1: Write opinion pieces on topics or texts, supporting a point of view with reasons and information.

CCSS.ELA-LITERACY.W.4.1.A: Introduce a topic or text clearly, state an opinion, and create an organizational structure in which related ideas are grouped to support the writer's purpose.

CCSS.ELA-LITERACY.W.4.1.B: Provide reasons that are supported by facts and details.

CCSS.ELA-LITERACY.W.4.2: Write informative/explanatory texts to examine a topic and convey ideas and information clearly.

CCSS.ELA-LITERACY.W.4.2.A: Introduce a topic clearly and group related information in paragraphs and sections; include formatting (e.g., headings), illustrations, and multimedia when useful to aiding comprehension.

DREAMDESIGNDO

GRADE 4

CCSS.ELA-LITERACY.W.4.2.B: Develop the topic with facts, definitions, concrete details, quotations, or other information and examples related to the topic.

CCSS.ELA-LITERACY.W.4.4: Produce clear and coherent writing in which the development and organization are appropriate to task, purpose, and audience.

CCSS.ELA-LITERACY.W.4.5: With guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, and editing.

CCSS.ELA-LITERACY.W.4.7: Conduct short research projects that build knowledge through investigation of different aspects of a topic.

CCSS.ELA-LITERACY.W.4.10: Write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes, and audiences.

CCSS.ELA-LITERACY.SL.4.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 4 topics and texts, building on others' ideas and expressing their own clearly.

CCSS.ELA-LITERACY.SL.4.1.A: Come to discussions prepared, having read or studied required material; explicitly draw on that preparation and other information known about the topic to explore ideas under discussion.

CCSS.ELA-LITERACY.SL.4.1.B: Follow agreed-upon rules for discussions and carry out assigned roles.

CCSS.ELA-LITERACY.SL.4.1.C: Pose and respond to specific questions to clarify or follow up on information, and make comments that contribute to the discussion and link to the remarks of others.

CCSS.ELA-LITERACY.SL.4.1.D: Review the key ideas expressed and explain their own ideas and understanding in light of the discussion.

CCSS.ELA-LITERACY.SL.4.4: Report on a topic or text, tell a story, or recount an experience in an organized manner, using appropriate facts and relevant, descriptive details to support main ideas or themes; speak clearly at an understandable pace.

CURRICULUM

DREAMDESIGNDO GRADE 4

CCSS.ELA-LITERACY.SL.4.6: Differentiate between contexts that call for formal English (e.g., presenting ideas) and situations where informal discourse is appropriate (e.g., small-group discussion); use formal English when appropriate to task and situation.

Objective(s):

Students will review and practice brainstorming skills (fluency, creative thinking, no judging, and piggybacking) by listing common objects, listing curriculum-specific items, or participating in science-based **design challenges** (see Appendix).

Materials:

3D Design Journal, design challenge materials (such as construction paper, cardboard, scissors, tape, glue, sticky notes, markers), science challenge materials (such as straws, foam, balloons, cups, tape, glue, scissors, paper, cardboard)

Procedure:

Initiation: Review the brainstorming rules (fluency, flexibility, no judging, and piggybacking) with students.

Lesson:

Present a variety of opportunities to brainstorm, such as listing common objects (school supplies, country names, and so on), listing curriculum-specific items (types of plants, animals in the ocean, things in space), or participating in science-based design challenges, such as creating a space suit for an egg or a balloon to prove it can withstand flying objects in space, design an experiment that could be run on the space station, designing a system to clean dirt out of water, and so on.

Closure: Students' lists of brainstormed problems are a starting point for the engineering project. As students continue through the process, they may come back to this original list many times.

Assessment: Teacher will assess students in the areas of fluency, flexibility, no judging, and piggybacking.

Differentiation: Teacher will differentiate by allowing students to work in partners, to communicate verbally or with technology, or with any other suggestions in their educational plan that would assist students in communicating their ideas to the group.



ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 3: MIDDLE SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DREAM Problem Generation 1. Brainstorm problems 2. Identify problems 3. Ask questions 4. Gather information/ identify requirements and constraints 5. Define/explain the problem Solution Generation 1. Brainstorm solutions 2. Identify possible solutions 3. Define and explain best solution	Community Involvement and Engagement Health, Wellness, and Safety Integrity Personal Responsibility Lifelong Learning Creativity Belonging	

Common Core State Standards	International Society for Technology in Education Standards (ISTE)
<p>CCSS.ELA-LITERACY.CCRA.W.7: Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation</p> <p>CCSS.ELA-LITERACY.RST.6-8.3: Follow precisely a multistep procedure when carrying out experiments, taking measurements, or performing technical tasks</p> <p>CCSS.ELA-LITERACY.RST.6-8.7: Integrate quantitative or technical information expressed in words in a text with a version of that information expressed visually (e.g., in a flowchart, diagram, model, graph, or table)</p> <p>CCSS.ELA-LITERACY.SL.7.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly</p> <p>CCSS.ELA-LITERACY.SL.7.1.A: Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion</p>	<p>CCSS.ELA-LITERACY.SL.7.1.B: Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed</p> <p>CCSS.ELA-LITERACY.SL.7.1.C: Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed</p> <p>CCSS.ELA-LITERACY.SL.7.1.D: Acknowledge new information expressed by others and, when warranted, modify their own views</p> <p>CCSS.ELA-LITERACY.SL.7.4: Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation</p> <p>CCSS.ELA-LITERACY.SL.7.6: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate</p> <p>CCSS.ELA-LITERACY.W.7.2: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content</p> <p>CCSS.ELA-LITERACY.W.7.2.A: Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension</p> <p>CCSS.ELA-LITERACY.W.7.4: Produce clear and coherent writing in which the development, organization, and style are appropriate to task, purpose, and audience</p> <p>CCSS.ELA-LITERACY.W.7.5: With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed</p> <p>Creativity and Innovation - Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology</p> <p>a. Apply existing knowledge to generate new ideas, products, or processes</p> <p>b. Create original works as a means of personal or group expression</p> <p>c. Use models and simulations to explore complex systems and issues</p> <p>d. Identify trends and forecast possibilities</p>

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ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 3: MIDDLE SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DESIGN Problem Generation 1. Brainstorm problems 2. Identify problems 3. Ask questions 4. Gather information/ identify requirements and constraints 5. Define/explain the problem Solution Generation 1. Brainstorm solutions 2. Identify possible solutions 3. Define and explain best solution	Perseverance Health, Wellness, and Safety Integrity Personal Responsibility Lifelong Learning Creativity	NGSS: Practice 2–Developing and using models NGSS: Practice 3–Planning and carrying out investigations NGSS: Practice 5–Using mathematical and computational thinking NGSS: Practice 6–Constructing explanations and designing solutions NGSS: Practice 8–Obtaining, evaluating, and communicating information

Common Core State Standards	International Society for Technology in Education Standards (ISTE)
CCSS.ELA-LITERACY.CCRA.W.7: Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation CCSS.ELA-LITERACY.RST.6-8.3: Follow precisely a multistep procedure when carrying out experiments, taking measurements, or performing technical tasks CCSS.ELA-LITERACY.RST.6-8.7: Integrate quantitative or technical information expressed in words in a text with a version of that information expressed visually (e.g., in a flowchart, diagram, model, graph, or table) CCSS.ELA-LITERACY.SL.7.1.A: Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion CCSS.ELA-LITERACY.SL.7.1.B: Follow rules for collegial discussions, track progress toward specific goals and deadlines, and define individual roles as needed CCSS.ELA-LITERACY.SL.7.1.C: Pose questions that elicit elaboration and respond to others' questions and comments with relevant observations and ideas that bring the discussion back on topic as needed CCSS.ELA-LITERACY.SL.7.1.D: Acknowledge new information expressed by others and, when warranted, modify their own views CCSS.ELA-LITERACY.SL.7.4: Present claims and findings, emphasizing salient points in a focused, coherent manner with pertinent descriptions, facts, details, and examples; use appropriate eye contact, adequate volume, and clear pronunciation CCSS.ELA-LITERACY.SL.7.6: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate	Creativity and Innovation - Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology a. Apply existing knowledge to generate new ideas, products, or processes b. Create original works as a means of personal or group expression c. Use models and simulations to explore complex systems and issues d. Identify trends and forecast possibilities

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ALIGNMENT OF THE 3D LEARNING CURRICULUM LEVEL 3: MIDDLE SCHOOL

Alignment of the 3D Learning Program

3D Program Module	Core Values	Next Generation Science Standards (NGSS)
DO 1. Analyze design options, evaluate solutions, and create final design 2. Determine, write, and describe: <ul style="list-style-type: none"> • Audience • Function • Description • Relation to community • Impact on community 3. Develop and share presentation 4. Final reflection	Respect Empathy Integrity Community Involvement and Engagement Personal Responsibility Lifelong Learning	

Common Core State Standards	International Society for Technology in Education Standards (ISTE)
<p>CCSS.ELA-LITERACY.CCRA.W.7: Conduct short as well as more sustained research projects based on focused questions, demonstrating understanding of the subject under investigation</p> <p>CCSS.ELA-LITERACY.RST.6-8.3: Follow precisely a multistep procedure when carrying out experiments, taking measurements, or performing technical tasks</p> <p>CCSS.ELA-LITERACY.RST.6-8.7: Integrate quantitative or technical information expressed in words in a text with a version of that information expressed visually (e.g., in a flowchart, diagram, model, graph, or table)</p> <p>CCSS.ELA-LITERACY.SL.7.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly</p> <p>CCSS.ELA-LITERACY.SL.7.1.A: Come to discussions prepared, having read or researched material under study; explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion</p>	<p>Creativity and Innovation - Students demonstrate creative thinking, construct knowledge, and develop innovative products and processes using technology</p> <p>a. Apply existing knowledge to generate new ideas, products, or processes</p> <p>b. Create original works as a means of personal or group expression</p> <p>c. Use models and simulations to explore complex systems and issues</p> <p>d. Identify trends and forecast possibilities</p>

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DREAMDESIGNDO

GRADE 7

LESSON 7.1 Brainstorming

Motivate students by setting up brainstorming challenges to reach a particular number of ideas in a set amount of time, such as giving the students five minutes to create a list of 25 or more ideas.

Lesson Overview:

Review brainstorming rules to reiterate fluency, creative thinking, no judging, and piggybacking. Practice these skills in a variety of settings found in the community such as parks and recreational facilities, food bank, fire department, etc. Present students with a variety of group design challenges to practice both brainstorming and collaboration. Individually, students should brainstorm ideas/problems within their community.

Standard(s):

Common Core State Standards

CCSS.ELA-LITERACY.CCRA.W.7: Conduct short as well as more sustained research projects based on focused questions.

CCSS.ELA-LITERACY.W.7.2: Write informative/explanatory texts to examine a topic and convey ideas, concepts, and information through the selection, organization, and analysis of relevant content.

CCSS.ELA-LITERACY.W.7.2.A: Introduce a topic clearly, previewing what is to follow; organize ideas, concepts, and information, using strategies such as definition, classification, comparison/contrast, and cause/effect; include formatting (e.g., headings), graphics (e.g., charts, tables), and multimedia when useful to aiding comprehension.

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CCSS.ELA-LITERACY.W.7.5: With some guidance and support from peers and adults, develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on how well purpose and audience have been addressed.

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DREAMDESIGNDO

GRADE 7

CCSS.ELA-LITERACY.SL.7.1: Engage effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grade 7 topics, texts, and issues, building on others' ideas and expressing their own clearly.

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CCSS.ELA-LITERACY.SL.7.6: Adapt speech to a variety of contexts and tasks, demonstrating command of formal English when indicated or appropriate.

Objective(s):

Establish/review brainstorming rules to reiterate fluency, creative thinking, no judging, and piggybacking. Students will practice brainstorming lists of ideas in a variety of topic areas to increase fluent, creative thinking and participate in design challenges to apply creative thinking skills to new situations.

Materials:

3D Design Journal, online resources for pre-made design challenges, consumable materials specific to the challenge selected

A design challenge is an open-ended project that encourages students to ask questions, take initiative, and think creatively.

DREAMDESIGNDO

GRADE 7

Procedure:

Initiation: Review brainstorming rules as shown on page 26 and in the Appendix on page 64. Have students brainstorm problems in different areas of the community: parks and recreation, food bank, education, medical, technology, fire department, family, etc. As the groups rotate, students will identify additional problems in each area to add to the list. Motivate students by setting up brainstorming challenges to reach a particular number of ideas in a set amount of time, such as giving the students five minutes to create a list of 25 or more ideas.

Lesson:

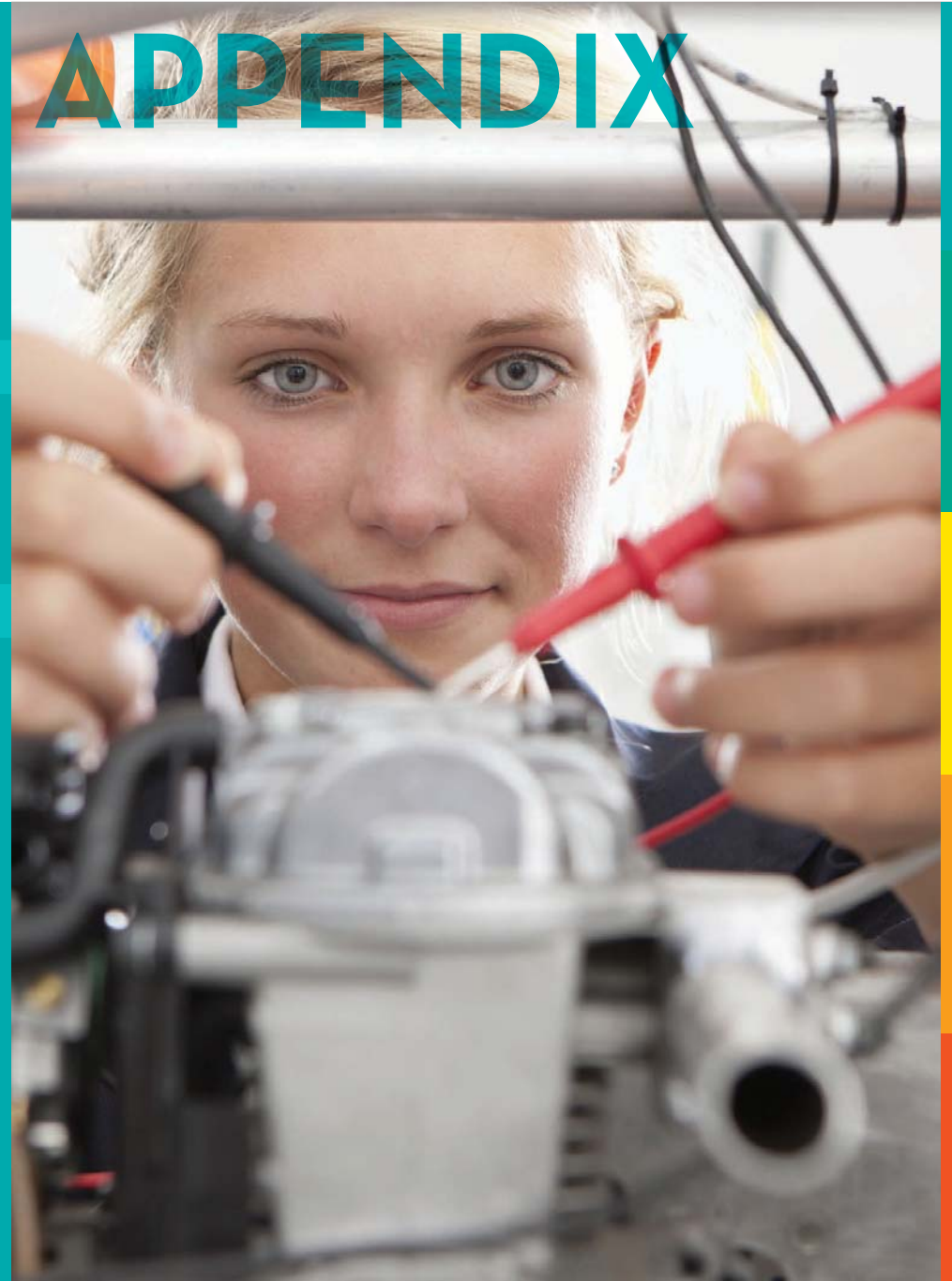
Present and facilitate selected design challenges. Give students the opportunity to brainstorm problems and solutions to these problems, while also encouraging students to use empathy for the customer as they develop their design solution. Student groups will collaborate to complete design challenges using brainstorming techniques to come up with design solutions for each challenge.

Closure: Students can present the obstacles they overcame during the design challenges. Facilitate a discussion on brainstorming problems and solutions to those problems.

Assessment: Teacher will informally observe student work during the design challenges and monitor and adjust their teaching as needed. Students will self-reflect on their ability to brainstorm ideas and collaborate with others during the design challenges. Students can use the **Collaborative Checklist** to self-evaluate their skills, as seen on page 65 in the Appendix.

Differentiation: Students who struggle with writing can work with a partner or utilize technology to type or speak their responses.

APPENDIX



Rules for Brainstorming

Be flexible. List should be diverse.

Think fluently. List should be long. The most creative ideas usually are generated towards the end of the list. Think quantity, not quality.

Don't judge. Include all ideas at first, even ones that seem silly or unattainable. No discussion or criticism at this time.

Piggyback. When you get stuck, re-read the list and add ideas related to ones already on the list.

Work as a team. If two heads are better than one, how much better will five be?

Constraint Report

GROUP:

PROBLEM:

SOLUTION:

DATE:

- What are some possible limitations to the design you have chosen?
- How much time do you need to complete your model?
- Can you access the materials you need?
- Can you keep the cost close to zero?
- How will you modify your design for the given time and materials and for minimal cost?

Collaboration Checklist

- ☐ Give group members equal air time.
- ☐ Show respect for others' ideas.
- ☐ Work hard.
- ☐ Share credit for good ideas with others.
- ☐ Listen to and acknowledge the feelings, concerns, opinions, and ideas of others.
- ☐ Expand on the ideas of a peer or team member.
- ☐ Disagree respectfully.
- ☐ Support group decisions even if not in total agreement.

Problem Statement Rubric

	5 Description is outstanding and detailed, including multiple examples of evidence, as well as grammatically correct	4 Description is complete and contains few or no grammatical errors	3 Description is nearly complete and may contain some grammatical errors	2 Description may be missing relevant details or may be incomplete
Describes the problem and solution				
Addresses the audience				
Describes the function				
Relates the design to the initially stated problem				
Describes how the design could impact others				

Presentation Rubric

	4 Exceeds expectations	3 Meets expectations	2 Developing	1 Needs more work
Communicates the problem and solution				
Addresses the audience				
Describes the process				
Is clear and visually appealing				
Describes how the design could impact others				



Created by:  Wallington 3D Learning™
Dream Design Do™
By Educators, for Educators