

# 2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina



North Carolina Department of Public Instruction  
301 North Wilmington Street  
Raleigh, NC 27601

# 2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina

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## INTRODUCTION AND REQUIREMENTS

The *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina* initiates the annual evaluation and adoption of textbooks in selected subject categories for use in North Carolina schools. This document, including all attachments, provides an overview of the process for submission, evaluation, and adoption of textbooks. By submitting textbooks for evaluation, publishers and producers agree to follow the procedures set forth in this document. **Failure to comply with all procedures, including stated deadlines, may result in disqualification** for the annual evaluation and adoption of textbooks in selected subject categories for use in North Carolina. **The entire Invitation document must be returned with your bid submission.**

Authority for the North Carolina State Board of Education to adopt textbooks is codified in the General Statutes of North Carolina §115C-85 through §115C-102. Only publishers listed on the North Carolina Publishers Registry are allowed to submit textbooks in response to the requirements of this document, and all responses must conform to the specified requirements.

The 2019 textbook evaluation will include the subject grade levels/courses listed on page four (4). In the Cost Proposal (see Attachment 4 for a sample), publishers must identify each textbook to be evaluated by title, grade level/course, and ISBN.

As cited in GS 115C-85, textbook is defined as:

“... systematically organized material comprehensive enough to cover the primary objectives outlined in the standard course of study for a grade or course. Formats for textbooks may be print or non-print, including hardbound books, softbound books, activity-oriented programs, classroom kits, and technology-based programs that require the use of electronic equipment in order to be used in the learning process.”

Technology-based programs may include subscription or web-based materials.

### Submission Parameters

- 1. Textbook materials may be submitted for any grade level/course the publisher deems appropriate. Cost Proposals must clearly state each grade level/course the publisher deems appropriate.**
- 2. Publishers must clearly specify the grade levels/courses for any submitted materials prior to submission.**
- 3. Textbook materials will only be evaluated for the grade levels/courses specified by the publisher.**
- 4. It is the responsibility of the publisher to ensure that each submission is complete and correctly identified. Publishers shall ship sample textbook materials according to the schedule set by the North Carolina Department of Public Instruction. Sample textbook materials shall be shipped to sites designated by the North Carolina Department of Public Instruction. All shipped materials must contain the identification number that is supplied by the North Carolina Department of Public Instruction.**

5. **It is the responsibility of the publisher to ensure that each submission is complete and correctly identified. Publishers shall send access information for technology-based programs or other non-print materials according to the schedule set by the North Carolina Department of Public Instruction. Access information for technology-based programs or other non-print materials shall be sent to sites designated by the North Carolina Department of Public Instruction. Access information for all materials must contain the identification number that is supplied by the North Carolina Department of Public Instruction.**
6. **Textbook titles will be adopted by the State Board of Education and placed on contract for the Public Schools of North Carolina. Adopted titles are distributed solely through the North Carolina Textbook Warehouse. §115C - 96 (2).**
7. **As stated in the Standard Textbook Contract (Attachment 1, PART IV (12)), the seller shall not submit for substitution without prior written approval of the North Carolina Department of Public Instruction.**

## **MATERIALS TO BE CONSIDERED**

Print and non-print material will be considered. All material must be comprehensive in nature and cover the primary goals and objectives of a course or grade level. Other specifications are identified within the “textbook materials review criteria sheets” for each grade level listing. **Only materials that are on the Cost Proposal spreadsheets will be evaluated and reviewed. Non-bid materials, materials not on the Cost Proposal spreadsheets, shall not be shipped to an evaluation site. Non-bid materials shall not be shipped to any school or school district. No additional materials may be provided as part of any State-adopted textbook package or purchase agreement.**

### Alignment to the Standard Course of Study

All submissions must be aligned to the goals and objectives of the North Carolina Standard Course of Study for English Language Arts (ELA) K-12.

**ELA K-12 standards may be seen on the DPI web site**

<http://www.ncpublicschools.org/curriculum/languagearts/scos/>

### Materials for Students

General Education (GE) - These materials are suitable for use with general education students and with students in special settings.

Adapted Materials (AM) - Important considerations for adapted materials include a reading level appropriate for students who require special instruction and text formats that promote the development of cognitive processes for special students. Overly modified language to achieve appropriate reading level is unacceptable.

**The same evaluative criteria for textbooks will be used for GE and AM submissions.**

### Technology-Based Textbook Materials

Technology-based textbook materials are those basic learning resources that require the availability of electronic equipment. **All components and technical requirements must be listed on the Cost Proposal spreadsheet.**

## **TEXTBOOK EVALUATION ADVISORS**

The Textbook Commission shall appoint textbook evaluation advisors who will assist with the evaluation of textbook submissions.

### Number of Advisors

The Textbook Commission will review the content areas, grade levels and courses under consideration for evaluation and adoption. The total bid submissions will be used to determine the number of advisors.

### Orientation and Training

Each advisor participates in an orientation and training session.

### Qualifications

Each advisor shall be certified in the area(s) he or she is evaluating materials. Advisors currently teaching in those areas are preferred.

### Evaluation

Each advisor will submit to the Textbook Commission a completed “Textbook Materials Review Criteria Sheet” for each textbook evaluated and participate in a debriefing.

# CONTENT AREAS FOR TEXTBOOK EVALUATION PROCESS

## English Language Arts, K-12

Grade K English Language Arts

Grade 1 English Language Arts

Grade 2 English Language Arts

Grade 3 English Language Arts

Grade 4 English Language Arts

Grade 5 English Language Arts

Grade 6 English Language Arts

Grade 7 English Language Arts

Grade 8 English Language Arts

English I

English II

English III

English IV

**English Language Arts K-12 standards may be seen on the DPI website**

<http://www.ncpublicschools.org/curriculum/languagearts/scos/>

## TENTATIVE SCHEDULE FOR 2019 ADOPTION PROCESS

- February 21, 2019**      Textbook Commission Planning Meeting – The meeting provides initial training for Commission members.
- March 6, 2019**      Presentation to the State Board of Education (SBE) – The Department of Public Instruction (DPI) presents a review of the adoption process and a draft of the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*. Item is presented as Action on First Read.
- March 7, 2019**      Proposed SBE Approval of the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*.
- March 8, 2019**      Invitation Announcement– DPI emails publishers and producers who are on the NC Publishers Registry the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*. Website: <http://www.ncpublicschools.org/textbook/Publishers/invitation/>.
- March 15, 2019**      Publishers’ Meeting– All publishers on the NC Publishers’ Registry are invited to attend the meeting at NCDPI, Education Building, 301 North Wilmington Street, Raleigh, NC 27601, Room 504 from 10:00 a.m. – 11:30 a.m. Publishers submitting bids are strongly encouraged to attend.
- March 25, 2019**      Publisher deadline for submitting written questions regarding the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina* is March 25<sup>th</sup>, 2019, 2:00 p.m. (EST).
- All questions must be written and submitted to Barbara Littauer, Procurement Office, [barbara.littauer@dpi.nc.gov](mailto:barbara.littauer@dpi.nc.gov) by 2:00 p.m. (EST) March 25<sup>th</sup>, 2019.
- March 28, 2019**      Textbook Commission Content Meeting – The meeting provides initial training for Commission members on content standards.
- March 29, 2019**      Each bid proposal submission requires an identification number issued by NCDPI. Interested publishers must send an email request to [nctextbooks@dpi.nc.gov](mailto:nctextbooks@dpi.nc.gov) with the subject line “Request for Identification Number(s).” The email must include a request for the total number of identification numbers needed.
- Requests for bid identification numbers must be received between March 15<sup>th</sup> – March 29<sup>th</sup> at [nctextbooks@dpi.nc.gov](mailto:nctextbooks@dpi.nc.gov).
- April 2, 2019**      All responses to publisher questions will be answered and distributed



to publishers.

**April 9, 2019**

Sealed Bids Submitted – All bid submissions must be sealed, submitted, and received by 2:00 p.m. (EST) in the Procurement Office at the North Carolina Department of Public Instruction. Submissions shall be in both print and electronic form as outlined in the Bid Proposal Information Section of this document. NOTE: *Authority to Submit Bids for Textbooks* (Attachment 3) must be included with bid submissions.

**April 9, 2019**

Sealed Bids Opened – Bids will be opened in the Procurement Office at the North Carolina Department of Public Instruction beginning at 2:00 p.m. (EST). Publishers submitting bids will receive a list of selected sample sites.

**April 17, 2019**

Textbook Commission Planning Session – Planning meeting.

**June 7, 2019**

Bid Submission Samples – Bid submission samples (i.e., DPI Official Sample Copy) and correlations must be received in the North Carolina Textbook Warehouse and at Textbook Commission selected sites. The DPI Official Sample Copy must include all items on the cost proposal spreadsheet. **All items must be labeled with the DPI Identification number. All non-print materials on a list must include the DPI identification number.**

NOTE: Samples must not be delivered before June 3<sup>rd</sup> and no later than June 7<sup>th</sup>.

**July 8, 2019**

Publisher Displays and Presentations – Publishers set up textbook materials between 9:00 a.m. – 12:00 p.m. (EST)  
Location: Embassy Suites Greensboro Airport, 204 Centreport Drive, Greensboro, NC 27409.

NOTE: Set ups must be complete by 12:00 p.m. (EST). **All materials on display must be labeled with the DPI identification number. All non-print materials on a list must include the DPI identification number.** Publishers may present to the Textbook Commission relevant information of their submissions.

Evaluation Training – DPI provides training for Commission members and Advisors.

**July 9 – 13, 2019**

Evaluation Training – DPI provides training for Commission members and Advisors.

Evaluation Sessions – The Textbook Commission members will facilitate the review of publishers' materials at the evaluation site.

<b>July 13, 2019</b>	<u>Removal of Materials</u> – Publishers remove evaluation materials between 2:00 p.m. – 4:00 p.m. (EST) from the evaluation site.
<b>September 5-6, 2019</b>	<u>Deliberations and Reconsiderations Meeting</u> – Textbook Commission meets to formulate a list of materials to be recommended to the SBE. Location: TBA
<b>September 13, 2019</b>	<u>Recommended List</u> – Publishers will be notified of recommended list.
<b>October 2, 2019</b>	<u>Recommendations to the SBE</u> – Textbook Commission Chair and the Digital Teaching and Learning Director provide the list of recommended materials for the 2019 textbook adoption.
<b>October 3, 2019</b>	<u>Proposed SBE Approval of Recommendations</u> – The SBE reviews the recommendations for the 2019 textbooks and makes decisions regarding adoption.
<b>November 1, 2019</b>	<u>Adopted Materials and Electronic Files</u> – <ul style="list-style-type: none"> <li>• Publishers must submit adopted materials to the Textbook Warehouse.</li> <li>• Publishers’ deadline to submit teacher edition of adopted materials to teacher education programs of public and private institutions.</li> <li>• Publishers’ must submit three additional copies of student edition (for print submissions) to the Textbook Warehouse.</li> <li>• Publishers must deliver required electronic files to the Textbook Warehouse or the National Instructional Materials Access Center NIMAC (Attachment 7).</li> </ul>
<b>Due date communicated in a letter to publishers who have materials on the adopted list</b>	<u>Contracts, Surety Bonds, and Signed Affidavits</u> – Publisher contracts, surety bonds, and signed affidavits must be received by the Procurement Office at the North Carolina Department of Public Instruction by 2:00 p.m. (EST) on the due date (Attachments 1, 2, and 8).

## BID PROPOSAL INFORMATION

**Bid Submissions** Envelopes in which sealed bids are submitted shall include the publisher's name and be plainly marked on the outside, "Textbook Bid." All pages of the Cost Proposal spreadsheet must be included in the submission.

- Submit four (4) signed originals of the completed Bid Proposal. The entire *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina* solicitation document must be returned with your Bid Proposal, including these completed documents
  - A transmittal letter
  - Authority to Submit Bids for Textbooks (Attachment 3)
- Submit four (4) copies of the completed Cost Proposal spreadsheet
- Submit four (4) copies of the Cost Proposal spreadsheet without the cost included.
- Submit four (4) USB flash drives or read-only CD/DVD(s). The files on the flash drives or discs shall not be password-protected and shall be capable of being copied to other media including Microsoft Word and/or Microsoft Excel and must include the following:
  - A signed, original copy of the Bid Proposal
  - The Cost Proposal spreadsheet with the cost included
  - The Cost Proposal spreadsheet without the cost
- Send submissions to:

**Please note that the US Postal Service does not deliver any mail (US Postal Express, Certified, Priority, Overnight, etc.) on a set delivery schedule to this Office. It is the responsibility of the publisher to have the bid in this Office by the specified time and date of opening.**

### DELIVERY INFORMATION:

2019 Invitation to Submit Textbooks for  
Evaluation and Adoption in North Carolina  
NC Department of Public Instruction  
Attn: Barbara Littauer, Procurement Office  
301 N Wilmington Street, B04  
Raleigh, NC 27601

**Transmittal Letter** Each Bid Proposal must be accompanied by a letter of transmittal that:

- Identifies the submitting organization;
- Identifies the name, title, telephone and fax number, along with an e-mail address of the person authorized by the organization to obligate the organization contractually;
- Identifies the name, title, telephone and fax number, along with an e-mail address of the person authorized to negotiate the contract on behalf of the organization;
- Identifies the name, title, telephone and fax number, along with an e-mail address of the person to be contacted for clarification;

- Acknowledges receipt of any and all addendums to the Bid Proposal.
- Includes a Conflict of Interest Statement:
  - Provide a statement that no assistance in preparing the Bid Proposal was received from any current or former employee of the State of North Carolina whose duties relate(d) to this Bid Proposal, unless such assistance was provided by the state employee in his or her official public capacity and that neither such employee nor any member of his or her immediate family has any financial interest in the outcome of this Bid Proposal;
  - State if the publisher or any employee of the publisher is related by blood or marriage to a State Board member, textbook commission member, state, school district, and/or local level employee. If there are such relationships, list the names and relationships of said parties. Include the position and responsibilities within the publisher’s organization of such publisher employees; and state the employing state agency, individual’s title at that State Agency, and termination date.

**Cost Proposal Spreadsheet**

The Cost Proposal spreadsheet must contain a list of all bid materials with prices such as Student Edition, Teacher Edition, Digital Edition, and other support materials that will be provided at no additional cost based on the number of core bid materials purchased, such as Accompanying Student Materials and Teacher Enrichment Materials. Publishers may submit up to four (4) items considered as Accompanying Student Materials and up to seven (7) items considered as Teacher Enrichment Materials.

**Consumable student editions/workbooks** requiring annual replacement will be priced on a five-year basis. In years 2-5 of the contract, purchase quantity will be ready for shipment no later than **April 15<sup>th</sup>** of each year. Quantities exceeding the initial purchase will be available in years 2-5 at a cost equal to the original price divided by five (total number years of contract).

**Accompanying Student Materials:** The publisher may provide up to a maximum of four (4) items to the LEA as part of the cost of the student or digital edition. The publisher must determine any qualifications on these items, i.e., ‘upon request,’ ‘first year only,’ ‘life of adoption,’ etc., except for the number of items that can be provided at no additional cost (4 items maximum). Items deemed to be inappropriate during evaluation may be disqualified. NOTE: If no qualifications are stated, it will be assumed that the item will be provided at no additional charge for each year of the life of the adoption.

**Teacher Enrichment Materials:** The publisher may provide up to a maximum of seven (7) items to the LEA per classroom (15 student minimum) at no additional cost (above the cost of the student or digital editions). As the class size increases over the 15 student minimum, the publisher may increase the number of enrichment materials provided based on an increment of textbook purchases to be determined by the publisher, i.e., 3 additional students (class size 18) will result in one additional enrichment material item to be provided. The increment determined by the publisher must be stated on the Cost Proposal spreadsheet and may not be changed once the bid is submitted. The publisher must

determine any qualifications on these items, i.e., ‘upon request,’ ‘first year only,’ ‘life of adoption,’ etc., except for the number of items that can be provided at no additional cost (7 items plus increments if applicable). Items deemed to be inappropriate during evaluation may be disqualified. NOTE: If no qualifications are stated, it will be assumed that the item will be provided at no additional charge for the life of the adoption.

Additional copies of Accompanying Student Materials and Teacher Enrichment Materials will be ordered directly from the publisher by the LEA.

**Cost  
Calculation**

Publishers shall calculate the Cost Proposal spreadsheet in accordance with the following process (Attachment 4):

(a) *Net wholesale* - Each publisher shall start with the net wholesale price (lowest price available in the United States), free-on-board (f.o.b.) publisher for which the textbook/program will be offered in North Carolina.

(b) *NC Warehouse Allowance* - North Carolina maintains and operates its own textbook warehouse and distributes textbooks to local school systems. An allowance shall be calculated at 8% of the net wholesale price.

(c) *Bid Price* - The warehouse allowance shall be deducted from the net wholesale price to render the net price the State Board of Education will pay for the textbook. This price shall be the bid price (f.o.b. Raleigh, with freight prepaid).

It is understood that bid prices will be calculated at the lowest price given to any state as required by §115C-95 and Part III, Section (9) of the textbook contract. A current catalog must be submitted with bid sheets.

It is the responsibility of the submitting publisher to assure accuracy and completeness of all information in the bid.

Any price is subject to further reduction during the term of the contract under the terms of paragraph (9) of the proposed contract.

**Prohibition  
of Free  
Materials**

**NO FREE MATERIALS.** All bid materials must be listed in the Cost Proposal spreadsheet. **NOTE: Items that do not have intellectual content may not be given as free materials. Examples of free materials include, but are not limited to, electronic or computer hardware (including tablets), microscopes, carts, standard electronic equipment (DVD players, overhead projectors, document cameras, interactive whiteboards, phone/music/data transmitting and listening devices, and digital cameras).**

## BID SAMPLE INFORMATION

### **Bid Samples for Selected Sites**

Publishers must provide bid samples to selected sites. NCDPI will provide a list of the **selected sites to all publishers who request identification numbers to submit bids.**

All bid samples must be complete unless otherwise approved by Textbook Adoption Services. If a submission includes a classroom kit or library with multiple copies of the same materials, a sampler may be created with only **one** copy of each of the items. All samples must be plainly identified as sample copies and marked on the outside front cover of bid submissions. **No hard copy samples to selected sites shall be received prior to June 3<sup>rd</sup> or later than June 7<sup>th</sup>.**

Publishers must use the information below on the shipping label for textbook listings.

<p style="text-align: center;"><b>SELECTED SITES BID SAMPLES</b> Submitted for and on the behalf of _____ (Publisher) 2019 North Carolina Adoption *DPI Identification Number/ISBN *Grade Level/Course Title</p>
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**Maximum Weight of Sample Boxes - 25 lbs. ISBN must be identical to bid submissions.**

Shipping labels may be reproduced as is or on other computer compatible labels at least 1 1/2" x 4". All information on sample label shown above must be included. Affix labels to the side of shipping box so it can be seen if boxes are stacked.

### **Technology- based programs/non- print samples**

Each technology-based program or other non-print sample must be listed on a document and each must include the label information described above and appropriate working links with explicit details of how to access, login and navigate the sample. It is the responsibility of the publisher to ensure links and login information work at all times through September 20, 2019. Publishers must provide contact information for support.

ALL inquiries regarding directions for packing and shipping must be directed to:

Dr. Carmella Fair  
NC Department of Public Instruction  
Instructional Resource Consultant  
Division of Digital Teaching and Learning  
Textbook Adoption Services  
Telephone: (919) 807-3214  
nctextbooks@dpi.nc.gov

**\* Publishers are responsible for marking each bid submission with the DPI identification number assigned by the North Carolina Department of Public Instruction, the ISBN and grade level/course title.** The identification numbers will be provided to the publisher upon email request by the stated deadline. **NOTE: The identification number, ISBN, and grade level/course title are required for all submission types.**

**DPI Official Bid Samples**

**The DPI official bid samples (i.e., DPI Official Sample Copy) are due no earlier than June 3<sup>rd</sup> or later than June 7<sup>th</sup>.** DPI official bid samples must include all bid items listed on the Cost Proposal spreadsheet. If a sample contains multiple copies of the same item, one copy may be sent as the official sample copy. Each sample shall be sent to the Textbook Warehouse and labeled as follows:

**DPI OFFICIAL SAMPLE COPY**  
Submitted for and on the behalf of  
\_\_\_\_\_ (Publisher)  
2019 North Carolina Adoption  
\* DPI Identification Number/ISBN  
\*Grade Level/Course Title

**Maximum Weight of Sample Boxes - 25 lbs. ISBN must be identical to bid submissions.**

Shipping labels may be reproduced as is or on other computer compatible labels at least 1 1/2" x 4". All information on sample label must be included. Affix labels to the side of shipping box so it can be seen if boxes are stacked.

**Technology-based programs/non-print samples**

Each technology-based program or other non-print sample must be listed on a document and each must include the label information described above and appropriate working links with explicit details of how to access, login and navigate the sample. It is the responsibility of the publisher to ensure links and login information work at all times through September 20, 2019. Publishers must provide contact information for support.

Mailing boxes shall be accurately marked on the outside of each box. **DO NOT SEND unmarked boxes.**

Send DPI official bid samples to:

Drew Fairchild  
Textbook Warehouse  
3905 Reedy Creek Road  
Raleigh, NC 27607

PLEASE NOTE: ONLY the DPI OFFICIAL BID SAMPLES are to be sent to the above address for the Textbook Warehouse.

ALL inquiries regarding directions for packing and shipping must be directed to:

Dr. Carmella Fair  
NC Department of Public Instruction  
Instructional Resource Consultant  
Division of Digital Teaching and Learning  
Textbook Adoption Services  
Telephone: (919) 807-3214  
nctextbooks@dpi.nc.gov

**Form B** must be completed and attached to the DPI Official Sample Copy for each component of textbook materials submitted as a single title or as a part of a comprehensive program. North Carolina employs the standards for textbooks as prescribed in the *Manufacturing Standards and Specifications for Textbooks* developed by the State Instructional Materials Review Association (SIMRA), formerly known as the National Association of State Textbook Administrators (NASTA). (See Attachment 5.)

**Form M** shall be completed for all technology-based programs and other non-print materials. Technology-based program components that accompany the student edition may consist of software and/or hardware. (See Attachment 6.)

**FORM B and M** (Manufacturing Specifications) must be included with the official sample copy and an original signature must be used on FORM B and on Form M for the official sample copy.

**Student Editions, Technology Components, and Electronic Files**

**Once a textbook is adopted**, three additional student editions of each SBE-adopted bid item must be submitted (for print submissions) according to the schedule set by the North Carolina Department of Public Instruction and labeled as follows:

<p style="text-align: center;"><b>DPI OFFICIAL SAMPLE COPY</b> Submitted for and on the behalf of _____ (Publisher) 2019 North Carolina Adoption * DPI Identification Number/ISBN *Grade Level/Course Title</p>
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**Maximum Weight of Sample Boxes - 25 lbs. ISBN must be identical to bid submissions.**

Shipping Labels may be reproduced as is or on other computer compatible labels at least 1 1/2" x 4". All information on sample label must be included. Affix labels to



the side of shipping box so it can be seen if boxes are stacked.  
Send three additional student editions (for print submissions) according to the schedule set by the North Carolina Department of Public Instruction to:

Drew Fairchild  
Textbook Warehouse  
3905 Reedy Creek Road  
Raleigh, NC 27607

Publishers of SBE-adopted textbook materials shall provide **electronic files** as specified in the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*. (Attachment 7). Publishers shall grant permission to the State to have adopted textbook materials transcribed into braille, large type and audiotape without penalty or royalty. Electronic files may also be copied and distributed to a school district upon request for instructional use with a student with disabilities who requires the use of electronic textbook materials, pursuant to an individualized plan developed for the student under the Americans with Disabilities Act, or the Individuals with Disabilities Education Act.

Required electronic files for **adopted textbook materials** must be submitted by **November 1, 2019** to:

Judy Blount  
North Carolina Textbook Warehouse  
3905 Reedy Creek Road  
Raleigh, NC 27607

**NOTE:** If you send electronic files to NIMAS, please notify, by sending an email to: (judy.blount@dpi.nc.gov) at the Textbook Warehouse and (nctextbooks@dpi.nc.gov).

## EVALUATION, DELIBERATION, AND RECONSIDERATION

### Evaluation Displays (Required)

Publishers must set up textbook materials at the evaluation location and must check in at the textbook evaluation registration area.

**Publishers, not hotel personnel, are responsible for having materials and hardware on site and set up between 9:00 a.m. until 12:00 p.m. (noon) (EST) on Monday, July 8<sup>th</sup>. Prior arrangements must be made with hotel management before any shipments will be accepted by the hotel. No shipments may be sent more than three days prior to July 8<sup>th</sup>.**

Oversized displays are not allowed due to limited space. The materials should be easily located and displayed on tabletops only. Banners may be used if the banner includes company name only. Only bid materials may be displayed – no candy, catalogs, price lists, or address information may be included on the display table. **Publishers are responsible for labeling all items or access information lists on display with the appropriate bid number. Publishers who do not have materials and hardware set up and checked in by a Textbook Commission member may be disqualified.**

The North Carolina Department of Public Instruction and the Textbook Commission shall provide space to display submitted materials. Tables will be assigned.

Each publisher participating in the evaluation and adoption process shall provide and set up:

1. Two copies of all materials that are listed on the Cost Proposal spreadsheet. If multiple items are part of a bid submission and an item is not available for review, **that item will be omitted** from the evaluation process and it will be deleted from the Cost Proposal spreadsheet. If the omitted item is deemed substantial, the entire bid **submission may be disqualified** by the Textbook Commission.
2. Two sets per category of all appropriate equipment to demonstrate submitted materials. It is the responsibility of the publisher to arrange equipment and internet access for technology-based items. **Electrical requirements are the responsibility of the publisher. Please contact the hotel directly.**
3. Two copies of appropriate correlations are required. **If two correlations are not available, materials may be disqualified.** If multiple items are part of a bid submission and an item is not available for review, **that item will be omitted** from the evaluation process and will no longer be considered. If the omitted item is deemed substantial, the entire bid submission **may be disqualified** by the Textbook Commission.

**Correlations to the North Carolina Standard Course of Study for English Language Arts are required for each submission and must be accompanied with all bid materials at the evaluation site.** It is the publisher's responsibility to ensure the accuracy of the correlations. Publishers who submit inaccurate correlations may be disqualified. The correlations are used by advisors, Commission members, and other educators and should be worded appropriately.

**NOTE: At no time during display set-up or breakdown shall publishers discuss bid submissions, materials, process, voting, or feedback with Textbook Commission members or advisors who may be on the premises. Questions concerning the displays may be directed to the North Carolina Department of Public Instruction staff.**

At the evaluation site, a screening committee appointed by the Textbook Commission Chairperson will examine materials in the displays to determine if submissions are in compliance with terms of the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*. **It is the responsibility of the publisher to ensure that submissions are complete, that all items listed on the Cost Proposal spreadsheet are displayed for evaluation and displays are labeled appropriately.** The Textbook Commission assumes no responsibility for assuring that all bid items are displayed.

**Publishers are responsible for labeling all items on display with the appropriate bid number. Publishers who do not have materials and hardware set up and checked in by a Textbook Commission member may be disqualified.**

Bid submissions not in compliance with the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina* will be removed from the display and the submission may be disqualified from consideration.

**Publishers  
Presentations**

**Before leaving display areas, publishers are responsible for following Textbook Commission checkout procedures.**

Publishers will present to Textbook Commission members. There will be no question/answer session during the presentation. Presentation schedules will be emailed to publishers.

**NOTE:** No prices shall be displayed or distributed during the publisher presentation. Any materials distributed during the presentation must be taken up at the conclusion of the presentation.

**Evaluation of Textbook Materials**

The Textbook Commission members and Advisors will evaluate all submitted materials using the criteria sheets included in this document for each grade level/course.

**Display Removal (Required)**

Publishers will take down displays, box materials, and remove equipment **between 2:00 p.m. and 4:00 p.m. (EST) on the designated date.** Materials and equipment left after 4:00 p.m. (EST) on the designated date will be removed and disposed of at publisher’s expense. **Publishers must make independent computer rental companies aware of this policy before leaving the evaluation location.**

**Deliberations and Publisher Reconsideration**

The Textbook Commission will meet to formulate a list of textbooks to be recommended to the State Board of Education. A period of time shall be set aside for the Textbook Commission to meet and deliberate before a list of textbook recommendations is taken to the State Board of Education for adoption. The following outlines the deliberations and reconsideration process.

1. The Textbook Commission shall meet to deliberate recommendations to be presented to the State Board of Education.
2. At the conclusion of deliberations, each publisher whose submission(s) have not been recommended will have the opportunity to provide clarification on, without changing, submitted information that might assist the Textbook Commission in re-assessing its recommendation. This clarification information shall be presented verbally to the Commission and may include the use of any equipment, materials, or handouts needed to demonstrate the information. If publishers need more clarification about the reconsideration process, the Textbook Commission will advise those who wish to be heard about the format for the verbal presentation. After hearing the clarification information, the Textbook Commission votes to recommend/not recommend the submission(s), and advises the publisher immediately of the decision. Documentation by the Commission, citing reasons of the decision, will accompany reports of “not recommended” titles. **Failure of a publisher to appear at the Textbook Commission Deliberations meeting and make a verbal appeal for reconsideration shall prohibit the publisher from taking part in the Reconsideration process.**
3. All submitting publishers shall be notified by the North Carolina Department of Public Instruction within two weeks after the Deliberations and Reconsideration process of the recommendations to the State Board of Education.
4. A publishing company shall not contact any State Board member personally to discuss the reconsideration of a Textbook Commission recommendation.
5. All adoption decisions made by the State Board of Education shall be final.

## STATE BOARD OF EDUCATION TEXTBOOK MATERIAL RECOMMENDATIONS AND CONTRACT REQUIREMENTS

**Textbooks recommended to SBE** The Commission Chair and State Textbook Director present the list of recommended materials for the 2019 Textbook Adoption to the State Board of Education.

The State Board of Education will determine which contracts will be awarded at the State Board meeting. Bid submissions will be adopted and contracts awarded by the State Board based upon the:

- Recommendations of the Textbook Commission,
- Conformity with the requirements for submission of materials and proposed contract contained herein,
- Conformity with the *North Carolina Standard Course of Study*,
- Price, and
- Needs of the public schools.

**Reservations of Rights** The State Board of Education reserves the right to reject any and all bids, to waive any formality in bids, and unless otherwise specified, to accept any item in the bid.

**A publisher may withdraw from consideration of bid submission at any time prior to evaluation of materials.** A letter of withdrawal shall be submitted to the Textbook Adoptions Services addressed to the attention of:

Dr. Carmella Fair  
NC Department of Public Instruction  
Instructional Resource Consultant  
Division of Digital Teaching and Learning  
Textbook Adoption Services  
6307 Mail Service Center  
Raleigh, NC 27699-6307

An officer of the submitting company shall sign any letter of withdrawal.

**Contract Terms** All contracts awarded will be similar to the sample contract (Attachment 1). The State Board of Education reserves the right to amend, delete, or add items to the contract if it deems this appropriate and necessary.

Current textbook contracts, which list materials being submitted in the current adoption, will be valid, and prices will remain in effect until contract expiration. (Attachment 1), Textbook Contract, Part VII (20), Continuations of Rights.

Upon adoption of the textbooks at the State Board meeting, all sales will be handled through the Textbook Warehouse. Contracts are in effect for five years and may be extended for additional years as outlined in textbook general statutes.

<b>Delivery</b>	<i>Time of Delivery:</i> If the seller fails to deliver state-adopted materials within forty-five (45) calendar days of the date an order is placed by the State Board, fines will be assessed at the rate of \$100.00 per day per title for each day's delay in the receipt of materials. See Part V (15) of contract (Attachment 1).
<b>Substitutions</b>	<i>Revised or Later Copyrighted Editions:</i> The seller shall not submit for substitution without prior written approval of the Textbook Adoption Director. The primary criterion for approval of a substitution is that the two editions may be used in the same classroom without undue inconvenience or disruption to the teacher or students.
<b>Classroom and IHE Teacher Editions</b>	<p>Publishers awarded contracts will be required to provide, at no cost, one teacher edition for each adopted textbook for each teacher using that textbook in the classroom (Attachment 1 - PART II (3)).</p> <p><i>Colleges with Teacher Education Programs:</i> One teacher edition for each adopted textbook shall be provided to each college with a teacher education department approved by the North Carolina Department of Public Instruction. If no teacher edition is available, then a student edition shall be provided to each college with a teacher education department (Attachment 1 - PART II (3)).</p>
<b>Contracts and Surety Bond</b>	<p><i>Surety Bond Required:</i> A surety bond in the amount of <b>\$3,000.00 for each adopted submission</b> will be required as indicated in Part II, Section 7 of the North Carolina State Board of Education Textbook Contract and in §115C – 89 (Attachment 2).</p> <p>Publishers submit contracts and surety bonds (Attachments 1 and 2) to Barbara Littauer at NCDPI, Procurement Office by date communicated in a letter to publishers who have materials on the adopted list.</p>
<b>Signed Affidavit</b>	Publisher's signed affidavit due to Barbara Littauer at NCDPI, Procurement Office certifying that all materials shipped to North Carolina have been thoroughly examined and are error free (Attachment 8) by date communicated in a letter to publishers who have materials on the adopted list.

## **SAMPLING PROMOTION OF TEXTBOOKS/PROGRAMS**

Neither sampling nor promotion of textbooks/programs under consideration for adoption by the Textbook Commission and State Board of Education shall be made from the date the State Board approves and issues the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina* at its State Board of Education meeting until the day after the Textbook Commission's evaluation sessions with the Textbook Advisors.

Promotion shall include displays at conferences, sponsored workshops/seminars, or other similar activities in North Carolina at which materials under consideration are discussed.

Only official samples for review and evaluation shall be distributed as described in the *2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina* during that time period.

## **PUBLISHER CONTACT WITH STATE BOARD OF EDUCATION AND TEXTBOOK COMMISSION**

Prior to award of contracts, publishers, either directly or indirectly, through any officer, agent, employee or representative, shall not contact any officer, agent, employee or representative of the State Board of Education, the Department of Public Instruction, or the Textbook Commission for the purpose of influencing or attempting to influence the evaluation or adoption of its textbooks/programs. The following outlines publisher contact with State Board of Education and Textbook Commission members:

1. The Commission may meet publicly with representatives of publishers to discuss the Commission's plans and procedures for evaluation and adoption of textbooks.
2. At no time during the evaluation and adoption process (from the time the State Board approves the call letter until the State Board adopts the recommended list of textbooks) may the Commission or any of its members meet privately with any publisher's representatives.
3. The State Superintendent of Public Instruction shall remove any publisher from the NC Publishers Register whose representatives attempt to exercise undue pressure of any kind to adopt its books upon a member of the Textbook Commission, the regional textbook evaluation advisory committees, the curriculum review committee, or the staff of the Department of Public Instruction.
4. The State Board of Education shall direct the State Superintendent of Public Instruction to remove from the NC Publishers Registry any publisher whose representatives attempt to exercise "undue pressure" of any form upon a member of the State Board of Education to adopt its books.

For purposes of restrictions, "undue pressure" means personal contact (other than with the Director of Operations and Policy of the State Board of Education or the State Textbook Administrator of the Department of Public Instruction), whether in person, or by telephone, that attempts to advocate for the selection of a particular book or series of books. "Undue pressure" does not include social contact or presentations to the Textbook Commission as a whole, and does not include written communication with Textbook Commission members or agency officials following acceptance or rejection of a submission in an effort to seek clarification or reconsideration. (SBE Policy TEXT-006)



## **ERRORS IN TEXTBOOK MATERIALS**

The publisher is responsible for identifying and correcting all errors including those deemed to be significant, factual, or typographical by the SBE, DPI, local boards of education or any of their officials, employees or agents.

Publishers must submit an affidavit stating that the textbook materials submitted for adoption have been proofed for factual and typographical errors and to the best of their knowledge the submissions are error free (Attachment 8).

The sample SBE Textbook Contract outlines specific requirements for monitoring and correcting errors in textbook materials (Attachment 1).

## **English Language Arts Standards Overview**

The English Language Arts Standards are based on research and evidence that describe the competencies necessary for all students to become career and college ready by the end of high school, outlining a vision of what it means to be a literate person in the 21st Century.

The standards are divided into four strands: Reading, Writing, Speaking and Listening, and Language. Each strand includes a set of Career and College Ready (CCR) Anchor standards that are identical throughout the standards for grades K-12. The CCR Anchor Standards provide broad CCR expectations and correspond directly to grade-specific standards. The grade-specific standards provide the end-of-grade expectations for the grade.

The Reading Strand includes standards for reading literature and for reading informational text. Also included for K-5 are standards for foundational skills. The standards support students' exposure to a wide range of texts and tasks through the use of high-quality, increasingly complex literary and informational texts throughout the grades.

The Writing Strand places an emphasis on the writing process. The standards include three types of writing: opinion/argument, informative/explanatory, and narrative. The Writing standards support research and the use of digital tools to write and publish original writing.

The Speaking and Listening Strand requires students to develop and apply a wide range of oral communication skills, including those needed for formal presentations as well as those needed in collaborative settings.

The Language Strand includes two continua: one for grammar and one for conventions. The skills within each continuum are arranged by grade band rather than by grade to allow for multiple years of practice, differentiation and scaffolding, as needed. In the lower grade of the band, the teacher is introducing and modeling the skill. In the highest grade of the band, students apply the skill to more complex text as they work toward mastery. Mastery is recognized when students apply the skill to their writing and speaking. Application of the knowledge of language to develop writer's craft and style is also emphasized. Vocabulary acquisition, especially Tier 2 and Tier 3 words, is also an important part of the Language standards.

Instructional materials submitted for textbook adoption should align with the ELA standards. Selections included should be rich and worthy of rereading and close reading. Questions that accompany texts should be text-dependent. Selections should be appropriately complex for the specified grade and include a balance of informational and literary texts.

The materials should support the development of strongly aligned curriculum and reflect the NC ELA Instructional Practices:

1. Teachers use high quality appropriately complex text as the center of instruction. There is a balance of information and literary texts.
2. Teachers integrate the reading, writing, speaking and listening, and language standards effectively.
3. Activities and instruction support building academic vocabulary systematically.
4. Texts are organized around conceptually-related topics (at a range of complexities) to build students' knowledge and vocabulary.
5. Teachers integrate technology and research throughout instruction.
6. There are opportunities for students to engage in effective communication as a part of daily practice.
7. Students think critically while reading, writing, speaking, and listening about texts.
8. Teachers apply formative assessment practices to gauge student mastery and inform instruction.
9. Scaffolds are provided as needed so that all students have access to complex text.
10. Examples, lessons, and tasks are authentic and relevant.
11. Students return to the text to support their ideas, inferences, and conclusions with evidence.
12. Language skills are developed through student writing and support through mentor texts.

**Instructional Materials Review Criteria Sheet - ENGLISH LANGUAGE ARTS (ELA) K-5**

INSTRUCTIONAL MATERIALS TITLE \_\_\_\_\_ BID NO. \_\_\_\_\_

PUBLISHER \_\_\_\_\_ COPYRIGHT DATE \_\_\_\_\_

AUTHOR(S) \_\_\_\_\_ ISBN \_\_\_\_\_

ADVISOR \_\_\_\_\_

TEXTBOOK COMMISSION MEMBER \_\_\_\_\_ MEMBER'S SBE DISTRICT \_\_\_\_\_

Indicate the appropriate grade:

**Grade K ELA**    \_\_\_\_\_    **Grade 1 ELA**    \_\_\_\_\_    **Grade 2 ELA**    \_\_\_\_\_

**Grade 3 ELA**    \_\_\_\_\_    **Grade 4 ELA**    \_\_\_\_\_    **Grade 5 ELA**    \_\_\_\_\_

**PART I CONTENT**

**Compatibility with the NC Standard Course of Study (NCSCoS) for English Language Arts (ELA). *In accordance with State Board Policy TEXT-001, all items in Part I must be marked "yes" in order for the submission to be recommended.***

**Answer yes to indicate the materials meet the criteria or no to indicate the materials do not meet the criteria. Please explain your responses in the space provided. Be sure to cite specific page numbers and textual references from the textbook as well as specific standards from the ELA NCSCoS.**

	<i>Yes</i>	<i>No</i>
A. Materials present main concepts that support a minimum of <b>80%</b> of the grade-level expectations in the ELA NCSCoS.		
B. Selections are worth reading closely, exhibit exceptional craft and thought, and are from a variety of genres and cultures.		
C. Materials provide for the use of technology, which reflects 21 <sup>st</sup> century ideals for a Career and College Ready (CCR) student and school.		

D. Materials include teacher resources, which provide information and opportunities for teachers to increase their own understanding of the concepts specific to ELA.		
<b>Documentation for Part I Content:</b>		

**PART II PEDAGOGY**

Please provide evidence of the following:

	<b>Yes</b>	<b>No</b>
A. Materials provide for the integration of speaking, listening, reading, writing, and language.		
B. Materials include read alouds, guided reading, suggestions for paired texts, and shared and independent reading.		
C. Materials promote reading and comprehending complex literary and informational selections independently and proficiently. <i>(Note: In Kindergarten, the materials promote reading and comprehending complex literary and informational selections as a group. In first grade, the materials promote reading and comprehending complex literary and informational selections, with support from the teacher)</i>		
D. Materials include globally diverse selections written by both men and women.		
E. Materials emphasize author’s craft and style, including opportunities for students to imitate and/or create.		
F. Materials foster students’ understanding and working knowledge of concepts of print (K-2), phonological awareness and phonics, vocabulary development, syntax, and fluency.		
G. Materials address the significant grammar and language conventions, in context of reading, writing, and/or speaking.		
H. Materials support academic vocabulary acquisition and development, comprehension, and word identification strategies.		
I. Materials provide ample and appropriate suggestions for student writing experiences focused on a range of tasks, purposes, audiences, and selections.		
J. Materials include suggestions for modeled/shared and independent writing.		
K. Materials offer reading and writing strategies appropriate for the selections.		
L. Questions and tasks require the use of textual evidence.		
M. Materials encourage the development and application of higher-level critical and analytical thinking skills.		
N. Materials provide opportunities for differentiation of instruction.		
O. Materials offer aligned assessment opportunities that genuinely measure student progress (benchmarks, formative, and summative).		
P. Materials provide opportunities for the integration of other content areas.		
Q. Materials foster student curiosity, exploration, and investigation as well as build knowledge.		
R. Textbook contains glossaries of literary terms and vocabulary, on-line resources, and margin notes and footnotes to guide understanding.		
<b>Documentation for Part II Pedagogy:</b>		

### Part III – ACCESSIBILITY

Please provide evidence of the following:

A. Accuracy	Yes	No
1. Content is accurate and error-free, current, and grammatically correct (This includes text, maps, charts, timelines, demographics, statistics, photos, and illustrations).		
2. Treatment of social issues, religion, ethnicity, gender, and handicapped groups are presented in a balanced, objective, and academic manner.		

B. Appropriateness	Yes	No
1. Content provides for grade-level rigor, scaffolding, and extensions.		
2. Content provides for relevancy, linking prior knowledge and active student engagement.		
3. Materials provide for a variety of exercises, reviews, assessments, performance tasks, etc., which provide opportunities for students to collect, organize, interpret, and evaluate information critically and creatively in a variety of formats.		
4. Text layout is level appropriate and does not distract from the selections, including font, color, spacing legibility, photos, graphics, captioning, etc.		

C. Scope	Yes	No
1. Materials present information in sufficient depth and breadth to adequately cover grade-level expectations in a logical manner.		
2. Materials include necessary guides such as table of contents, glossary (English & Spanish), index, sidebars, atlas, dictionary/thesaurus, bibliography/footnotes, <i>see</i> and <i>see also</i> references, web sites, literature links, support agencies, etc.		
3. Key concepts, skills, and vocabulary are identified, developed, reviewed and reinforced.		
4. Content is presented in an academic, factual and objective manner, representing a balance of perspectives from cultural, ethnic, racial and handicapped groups (This includes text, photos, graphics, etc.).		

D. Teacher Resources	Yes	No
a. Teacher resources include suggestions for remediation, acceleration, extension of learning, integration, feedback, and review.		
b. Materials include summary of material contents and provide instructional and/or behavioral objectives, supplemental or background information, and answer keys/rubrics.		
c. Materials are well organized, easy to use, comprehensive, durable and reasonably-sized, with sufficient material for student use.		
d. Materials offer a scope that meets the needs of teachers at all experiential stages.		
e. Teacher's edition supports and provides help in using a variety of teaching strategies, techniques and technologies to meet individual student differences, including exceptionalities and limited English proficiency.		
f. Teacher's resource materials contain indices such as: units, literary terms, genres, authors, and titles.		

E. Technology	<i>Yes</i>	<i>No</i>
1. Technology meets all criteria for accuracy, appropriateness, and scope. Format is easy to navigate, visually appealing and not distracting from content. Teacher materials should also meet the criteria of the teacher resources. If student access is allowed, a Save/Record feature should be included. Print resources are available or may be converted to specialized formats for accessibility.		
2. Technology permits the integration of instructional delivery, learning activities, and assessment beyond word processing.		
3. Digital content can be accessed on various devices and Internet browsers. Digital resources are accessible.		
4. Technology features include accessibility options to enable all users equivalent access.		
5. The technology resource design contains motivational elements to engage students, appropriate visual and auditory elements, and provides an intuitive user interface.		
6. There are robust digital resources for student learning, practice and assessment.		
7. Digital materials provide opportunities for meaningful, interactive experiences.		
8. Digital materials provide content supports for teachers to further develop expertise.		

**Documentation for Part III Accessibility:**

**Part IV: Overall Analysis (For Textbook Commission Use Only)**

These instructional materials meet the criteria \_\_\_\_ **yes** \_\_\_\_ **no**.

**Documentation for Part IV: Comments that further describe standards for yes or no responses in Parts I, II, or III.**

**Instructional Materials Review Criteria Sheet - ENGLISH LANGUAGE ARTS (ELA) 6-12**

INSTRUCTIONAL MATERIALS TITLE \_\_\_\_\_ BID NO. \_\_\_\_\_

PUBLISHER \_\_\_\_\_ COPYRIGHT DATE \_\_\_\_\_

AUTHOR(S) \_\_\_\_\_ ISBN \_\_\_\_\_

ADVISOR \_\_\_\_\_

TEXTBOOK COMMISSION MEMBER \_\_\_\_\_ MEMBER'S SBE DISTRICT \_\_\_\_\_

Indicate the appropriate grade:

**Grade 6 ELA** \_\_\_ **Grade 7 ELA** \_\_\_ **Grade 8 ELA** \_\_\_

**English I** \_\_\_ **English II** \_\_\_ **English III** \_\_\_ **English IV** \_\_\_

**PART I CONTENT**

**Compatibility with the NC Standard Course of Study (NCSCoS) for English Language Arts (ELA). *In accordance with State Board Policy TEXT-001, all items in Part I must be marked "yes" in order for the submission to be recommended.***

**Answer yes to indicate the materials meet the criteria or no to indicate the materials do not meet the criteria. Please explain your responses in the space provided. Be sure to cite specific page numbers and textual references from the textbook as well as specific standards from the ELA NCSCoS.**

	<i>Yes</i>	<i>No</i>
A. Materials present main concepts that support a minimum of <b>80%</b> of the grade-level expectations in the ELA NCSCoS.		
B. Selections are worth reading closely, exhibit exceptional craft and thought, and are from a variety of genres and cultures.		
C. Materials provide for the use of technology, which reflects 21 <sup>st</sup> century ideals for a Career and College Ready (CCR) student and school.		



D. Materials include teacher resources, which provide information and opportunities for teachers to increase their own understanding of the concepts specific to ELA.		
<b>Documentation for Part I Content:</b>		

**PART II PEDAGOGY**

Please provide evidence of the following:

	<i>Yes</i>	<i>No</i>
A. Materials provide for the integration of speaking, listening, reading, writing, and language.		
B. Materials include suggestions for paired texts and shared and independent reading.		
C. Materials promote reading and comprehending complex literary and informational selections independently and proficiently.		
D. Materials include globally diverse selections written by both men and women.		
E. Materials emphasize author’s craft and style, including opportunities for students to imitate and/or create.		
F. Materials foster students’ understanding and working knowledge of development and syntax.		
G. Materials address the significant grammar and language conventions, in context of reading, writing, and/or speaking.		
H. Materials support academic vocabulary acquisition and development, comprehension, and word identification strategies.		
I. Materials provide ample and appropriate suggestions for student writing experiences focused on a range of tasks, purposes, audiences, and selections.		
J. Materials include suggestions for modeled and independent writing.		
K. Materials offer reading and writing strategies appropriate for the selections.		
L. Questions and tasks require the use of textual evidence.		
M. Materials encourage the development and application of higher-level critical and analytical thinking skills.		
N. Materials provide opportunities for differentiation of instruction.		
O. Materials offer aligned assessment opportunities that genuinely measure student progress (benchmarks, formative, and summative).		
P. Materials provide opportunities for the integration of other content areas.		
Q. Materials foster student curiosity, exploration, and investigation as well as build knowledge.		
R. Textbook contains glossaries of literary terms and vocabulary, on-line resources, and margin notes and footnotes to guide understanding.		
<b>Documentation for Part II Pedagogy:</b>		

### Part III ACCESSIBILITY

Please provide evidence of the following:

A. Accuracy	<i>Yes</i>	<i>No</i>
1. Content is accurate and error-free, current, and grammatically correct (This includes text, maps, charts, timelines, demographics, statistics, photos, and illustrations).		
2. Treatment of social issues, religion, ethnicity, gender, and handicapped groups are presented in a balanced, objective, and academic manner.		
B. Appropriateness	<i>Yes</i>	<i>No</i>
1. Content provides for grade-level rigor, scaffolding, and extensions.		
2. Content provides for relevancy, linking prior knowledge and active student engagement.		
3. Materials provide for a variety of exercises, reviews, assessments, performance tasks, etc., which provide opportunities for students to collect, organize, interpret, and evaluate information critically and creatively in a variety of formats.		
4. Text layout is level appropriate and does not distract from the selections, including font, color, spacing legibility, photos, graphics, captioning, etc.		
C. Scope	<i>Yes</i>	<i>No</i>
1. Materials present information in sufficient depth and breadth to adequately cover grade-level expectations in a logical manner.		
2. Materials include necessary guides such as table of contents, glossary (English & Spanish), index, sidebars, atlas, dictionary/thesaurus, bibliography/footnotes, <i>see</i> and <i>see also</i> references, web sites, literature links, support agencies, etc.		
3. Key concepts, skills, and vocabulary are identified, developed, reviewed and reinforced.		
4. Content is presented in an academic, factual and objective manner, representing a balance of perspectives from cultural, ethnic, racial and handicapped groups (This includes text, photos, graphics, etc.).		
D. Teacher Resources	<i>Yes</i>	<i>No</i>
1. Teacher resources include suggestions for remediation, acceleration, extension of learning, integration, feedback, and review.		
2. Materials include summary of material contents and provide instructional and/or behavioral objectives, supplemental or background information, and answer keys/rubrics.		
3. Materials are well organized, easy to use, comprehensive, durable and reasonably-sized, with sufficient material for student use.		
4. Materials offer a scope that meets the needs of teachers at all experiential stages.		
5. Teacher's edition supports and provides help in using a variety of teaching strategies, techniques and technologies to meet individual student differences, including exceptionalities and limited English proficiency.		
6. Teacher's resource materials contain indices such as: units, literary terms, genres, authors, and titles.		

E. Technology	<i>Yes</i>	<i>No</i>
1. Technology meets all criteria for accuracy, appropriateness, and scope. Format is easy to navigate, visually appealing and not distracting from content. Teacher materials meet the criteria of the teacher resources. If student access is allowed, a Save/Record feature should be included. Print resources are available or may be converted to specialized formats for accessibility.		
2. Technology permits the integration of instructional delivery, learning activities, and assessment beyond word processing.		
3. Digital content can be accessed on various devices and Internet browsers. Digital resources are accessible.		
4. Technology features include accessibility options to enable all users equivalent access.		
5. The technology resource design contains motivational elements to engage students, appropriate visual and auditory elements, and provides an intuitive user interface.		
6. There are robust digital resources for student learning, practice and assessment.		
7. Digital materials provide opportunities for meaningful, interactive experiences.		
8. Digital materials provide content supports for teachers to further develop expertise.		

**Documentation for Part III Accessibility:**

**Part IV: Overall Analysis (For Textbook Commission Use Only)**  
 These instructional materials meet the criteria \_\_\_\_ **yes** \_\_\_\_ **no**

**Documentation for Part IV: Comments that further describe standards for yes or no responses in Parts I, II, or III.**



## ENGLISH LANGUAGE ARTS: EL EVALUATION

SUBJECT \_\_\_\_\_ GRADE \_\_\_\_\_

INSTRUCTIONAL MATERIALS TITLE \_\_\_\_\_ BID NO. \_\_\_\_\_

PUBLISHER \_\_\_\_\_ COPYRIGHT DATE \_\_\_\_\_

AUTHOR(S) \_\_\_\_\_ ISBN \_\_\_\_\_

ADVISOR \_\_\_\_\_

TEXTBOOK COMMISSION MEMBER \_\_\_\_\_ MEMBER'S SBE DISTRICT \_\_\_\_\_

**Answer yes to indicate the textbook materials meet the criteria or no to indicate the textbook materials do not meet the criteria.**

Appropriateness, Scope, and Resources	Yes	No
1. Content provides grade-appropriate, yet varied linguistic levels, abilities, and learning styles.		
2. Content is relevant, addresses a variety of cultural aspects, links to prior knowledge, builds background knowledge, and promotes active student engagement.		
3. Materials provide opportunities for scaffolding interaction, such as, a variety of exercises, reviews, assessments, and performance tasks (e.g., including sentence frames, word banks, etc.).		
4. Materials provide opportunities for students to collect, organize, interpret, and evaluate information critically and creatively in a variety of formats (e.g., including the use of the student's first language).		
5. Text and layout are age/proficiency/grade-level appropriate, including font, color, spacing legibility, photos, graphics, and captioning.		
6. Material includes necessary guides such as a table of contents, glossary (e.g., English & Spanish), index, sidebars, atlas, dictionary/thesaurus, bibliography/footnotes, <i>see</i> and <i>see also</i> references, websites, literature links, and support agencies, etc.		
7. Key concepts, skills, and vocabulary are identified, developed, reviewed, and reinforced.		
8. Materials provide adequate teacher resources, which include suggestions for acceleration, extension of learning, integration, feedback, and/or review specific to English Learners.		
9. Materials include a summary of contents, instruction and/or behavioral objectives, supplemental or linguistically and culturally relevant background information, and answer keys/rubrics.		
10. Materials are well organized, easy to use, comprehensive, durable and reasonably sized.		
11. Resources accommodate the EL Support needs of beginning through veteran teachers.		
12. Technology is easy to navigate, visually appealing, and ideally includes a screen reader, dictionary, and a Save/Record feature, if applicable.		

**Keeping in mind the linguistic needs of EL students and their teachers, please give specifics to support both the yes and no responses to the above.**

<b>Documentation for yes and no responses above:</b>

**NORTH CAROLINA STATE BOARD OF EDUCATION  
STANDARD TEXTBOOK CONTRACT**

THIS CONTRACT, by and between the NORTH CAROLINA STATE BOARD OF EDUCATION, hereinafter referred to as the STATE BOARD, and \_\_\_\_\_ corporation having its principal place of business in \_\_\_\_\_, hereinafter referred to as SELLER.

WITNESSETH

WHEREAS, the STATE BOARD has authority to enter into this contract under Article 8, Part 3 of Chapter 115 of the General Statutes of North Carolina; and WHEREAS, the STATE BOARD has adopted certain textbooks, identified below, for use in the public schools of North Carolina; and WHEREAS, the SELLER has agreed to sell and the STATE BOARD has agreed to buy as many of said adopted textbooks as may be required by the STATE BOARD during the term of this contract and any extension, subject always to the terms and conditions of this contract.

NOW, THEREFORE, the STATE BOARD and SELLER agree, for themselves, their successors and assigns, as follows:

PART I

(1) Effective Date and Term. This agreement shall become effective on January 1, 2019 and shall continue in effect through June 30, 2024.

(2) Renewal. The STATE BOARD, solely at its option, may renew this contract on the terms and conditions set forth herein for an additional term of up to two years by providing the SELLER with written notice of its decision to exercise its right to renew no later than March 1 of the fifth year of this contract.

PART II

(3) Prices and Copies Required. During this contract the SELLER will sell and furnish to the STATE BOARD for use in North Carolina public schools, and public and private institutions of higher education in North Carolina that have approved teacher education programs, as many copies of the following textbooks (attached list of adopted titles), at the prices indicated in the vendor's cost proposal spreadsheet, as shall be required to satisfy the demand therefore. SELLER will provide, at no cost, teacher editions for each adopted textbook in the amount of one (1) teacher edition for each teacher using their textbooks in the classroom for the term of the contract. SELLER will also provide, at no cost, one teacher edition or one pupil edition, if teacher edition is not available, for each college with a teacher education department approved by the North Carolina Department of Public Instruction. (Attached list of adopted titles)

(4) Title to Textbooks. Title to textbooks ordered by the STATE BOARD, and risk of loss of said textbooks, shall pass to the STATE BOARD upon actual receipt of said textbooks from SELLER'S carrier and acceptance of said textbooks by the manager of the STATE BOARD'S textbook warehouse. Title to unused textbooks returned to SELLER by the STATE BOARD,

and risk of loss of said textbooks, shall pass to SELLER upon actual receipt of said textbooks by SELLER from the STATE BOARD'S carrier.

(5) Time of Payment. Payment for textbooks purchased shall be made within one hundred twenty (120) days of passing of title for said textbooks to the STATE BOARD. At its option, however, the STATE BOARD during the second and subsequent years of this contract may order textbooks and may return any unused textbooks ordered by December 1 of that year, to the SELLER with freight costs paid by the STATE BOARD.

(6) Refund for Unused Books. Unused textbooks which remain in the STATE BOARD'S warehouse upon termination of this contract may be returned to the SELLER for full credit. Payment to the STATE BOARD for unused textbooks shall be made within sixty (60) days of the passing of title back to the SELLER.

(7) Bond. The SELLER has executed and delivered to the STATE BOARD a bond in the sum of \$00.00, payable to the State of North Carolina conditioned upon the faithful and complete performance of this contract and further conditioned with sureties as appear there from. Should the STATE BOARD at any time during the continuance of this contract require additional security or additional bond for the faithful performance of this contract, the SELLER, after thirty days' notice, shall provide additional security or execute and deliver an additional bond as required by the STATE BOARD.

(8) State Appropriations. It is understood that this contract is made subject to State funds being appropriated by the General Assembly for this program.

### PART III

(9) Incorporation of Statutes. This contract is executed in accordance with the provision of Article 8, Part 3 of Chapter 115C of the General Statutes of North Carolina. Said statutes are hereby incorporated by reference and made a part of this contract as if fully set forth herein. Specific reference is made to G.S. 115C-95 which provides as follows:

"Every contract made by the Board with the publisher of any school textbook on the State-adopted list shall be deemed to have written therein a condition providing that if that publisher, during the life of his contract with this State, contracts with any other governmental unit or places that textbook on sale anywhere in the United States for a price less than stipulated in his contract with the State of North Carolina, the publisher shall immediately furnish that textbook to this State at a price not greater than that for which the textbook is furnished, sold or placed on sale anywhere else in the nation."

(10) Incorporation of Other Documents. The STATE BOARD'S Invitation to Submit Textbooks for Evaluation and Adoption, previously provided to the SELLER, and the Cost Proposal Form submitted by the SELLER in response to this Invitation are hereby incorporated by reference and made a part of this contract as if fully set forth herein. In the event of any conflict between any of these documents and this contract, the terms of this contract shall control.

(11) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

#### PART IV

(12) Revised or Later Copyrighted Editions: The Seller shall furnish to the State Superintendent of Public Instruction the new edition for both the pupil edition and the teacher edition of the new or revised edition with Form B submitted with the new or revised edition. A list of changes must accompany the new or revised edition. All changes will be reviewed to determine as to whether the new edition is substantially similar in all respects so as not to result in inconvenience or confusion to the teacher or the student. Upon written approval of the substitution by the State Superintendent of Public Instruction, the Seller shall furnish for the remainder of the contract period, and any extension thereof, such revised or later copyrighted edition of the textbook, subject to all the terms of this contract, including price.

(a) Modification. (Digital Text Only) Typographical or editorial changes. Any typographical or editorial change that is made to a digital text must be sent to the State Superintendent of Public Instruction prior to the Seller making any changes electronically in the digital text. The State Superintendent of Public Instruction must have a minimum of 10 business days' notification of typographical or editorial changes that are the result of significant errors in the adopted text. A "significant error" is a factual typographical error that the State Board of Education, Department of Public Instruction or the Seller determines within the context of the intended use of the textbook will substantially interfere with student learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error.

(b) Revised or Later Edition (Substitutions for Digital Text Only) The Seller may submit for substitution a new edition for the older edition. The Seller shall submit to the State Superintendent of Public Instruction a digital format of the new edition for both the pupil edition and the teacher edition of the new or revised edition with Form M submitted with the new or revised edition. A list of changes must accompany the new or revised edition. All changes will be reviewed to determine as to whether the new edition is substantially similar in all respects so as not to result in inconvenience or confusion to the teacher or the student. Upon written approval of the substitution by the State Superintendent of Public Instruction, the Seller shall furnish for the remainder of the contract period, and any extension thereof, such revised or later copyrighted edition of the textbook, subject to all the terms of this contract, including price.

(13) Manufacturer's Standards. All textbooks provided hereunder shall be manufactured in accordance with the OFFICIAL MINIMUM MANUFACTURING STANDARDS AND SPECIFICATIONS FOR TEXTBOOKS established by the Advisory Commission on Textbook Specifications, or shall exceed such standards. Compliance with such standards does not relieve SELLER of obligations arising out of any other warranties applicable to the textbooks sold hereunder, whether such warranties are expressed or implied.

(14) License. The SELLER grants to the STATE BOARD the license to produce, or to cause to be produced, Braille, large print and audio cassette tape versions of the textbooks included in this contract, to be used solely in the North Carolina public schools for the benefit of handicapped students.



## PART V

(15) Time of Delivery. Time of delivery is critical to the STATE BOARD. If SELLER fails to deliver textbooks within forty-five (45) calendar days of the date an order is placed by the STATE BOARD, it is agreed that the STATE BOARD may, in a suit instituted for that purpose, against the SELLER and against the sureties on the bond, recover the sum of one hundred dollars (\$100.00) for each day's delay in receipt of the textbooks. An order is placed when SELLER receives the STATE BOARD'S purchase order and delivery is made on the day the last textbook on said order is received and accepted at the State Textbook Warehouse. Should the SELLER determine that he will be unable to make timely delivery, he may request an extension of time for delivery. This request may be granted at the discretion of the State Superintendent, but may not be unreasonably withheld. If written approval for extension is granted, liquidated damages will not be assessed, unless the textbooks are not delivered within the period of the extension.

(16) Access to Instructional Material. (Digital Text Only) It is of critical importance to the State Board of Education that students have access to digitized instructional material at school and at home. If the Seller fails to provide access to digitized instructional material for more than 3 hours between the hours of 8:00 A.M. and 10:00 P.M. Sunday through Friday for more than a 10-day period within the school year, it is agreed that the State Board may institute legal action, against the Seller and against the sureties of the bond to recover the sum of one hundred (\$100.00) for each day without access to the digitalized instructional material, plus any other damages or fees to which the State Board is legally entitled.

(17) Priority Delivery. The SELLER will make no delivery of any textbook included in this contract to any local school authority, public or private institution of higher education, or other educational agency in this State while any pending order of the STATE BOARD is unfilled, except upon approval by the State Superintendent.

## PART VI

### (18) Errors in textbooks

#### (a) Express Warranty

The SELLER will make commercially reasonable efforts to correct all factual and typographical errors found in the adopted textbooks before textbooks are shipped to North Carolina and shall expressly warrant that those errors are corrected prior to shipment.

#### (b) Affidavit

Each SELLER shall file an affidavit signed by an authorized official of the company certifying that all of its textbooks to be shipped to North Carolina have been thoroughly examined for factual and typographical errors and to the best of his/her knowledge the textbooks are free from such errors. Such affidavit must be filed with DPI Procurement Office, prior to the shipment of any text.

#### (c) Errors Identified by Seller Subsequent to Textbook Shipment

1. The SELLER shall immediately notify DPI of any factual or typographical errors it identifies subsequent to shipment.

2. The SELLER shall correct any factual or typographical errors identified by the SELLER subsequent to shipment no later than June 30 of the initial contract year and annually thereafter by sending errata sheets as prescribed by applicable sections of the current edition of the Chicago Manual of Style.

3. The SELLER shall correct any significant errors identified by the SELLER by sending errata sheets as prescribed by applicable sections of the current edition of the Chicago Manual of Style within 30 calendar days of identification.

4. Whenever the total number of identified significant errors, as defined below, exceeds 1% of the total number of pages in the text; the SELLER will pay to the SBE \$100.00 in liquidated damages for every additional significant error that the SELLER identifies.

(d) Errors identified by the SBE and others subsequent to Textbook Shipment

1. The SELLER shall correct any factual or typographical errors identified by the SBE, DPI, local boards of education or any of their officials, employees or agents by sending errata sheets as prescribed by applicable sections of the current edition of the Chicago Manual of Style no later than the following June 30 of the year.

2. The SELLER shall correct any significant errors identified by the SBE, DPI, local boards of education or any of their officials, employees or agents by sending errata sheets as prescribed by applicable sections of the current edition of the Chicago Manual of Style within 30 calendar days of notification to the SELLER.

3. Whenever the total number of identified significant errors, as defined below, exceeds 1% of the number of pages in the text, the SELLER shall pay to the SBE \$500.00 in liquidated damages for every additional significant error that the SBE, DPI, local boards of education or any of their officials, employees or agents identifies in the text prior to the SELLER's identification of that error and notification of the SBE under paragraph 17(c)(1) of this Part.

(e) Failure to Correct Errors

The SELLER's failure to correct errors, as set forth herein, will be deemed a breach of this contract. The SBE will be entitled to pursue any and all remedies available to it.

(f) Definitions

1. "Textbook" means systematically organized material comprehensive enough to cover the primary objectives outlined in the standard course of study for a grade or course. Formats for textbooks may be print or non-print, including hardbound books, softbound books, activity-oriented programs, classroom kits, and technology-based programs that require the use of electronic equipment in order to be used in the learning process. Textbook also includes any instructional materials intended for use by the teacher.

2. A "significant error" is a factual or typographical error that the SBE or DPI determines within the context of the intended use of the textbook will substantially interfere with student

learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error. A significant error repeated in a single item or contained in both the student and teacher components of instructional material shall be counted once for the purpose of determining liquidated damages.

PART VII

(19) Entire Understanding. This contract represents the entire understanding of the parties and shall not be modified or altered in any way except by written instrument executed by both parties. Assignment of SELLER'S obligations under this contract, in whole or in part, is a modification of this contract and shall not be accomplished without the prior written agreement of the STATE BOARD.

(20) Continuations of Rights under Existing Contracts. This contract is not intended to be a novation of or substitution for any existing contract(s) between the STATE BOARD and the SELLER and shall not alter, amend, diminish, or extinguish the parties' rights or obligations under any existing contract(s).

IN WITNESS WHEREOF, the STATE BOARD has caused this contract to be executed by its Chairman and Secretary and the Seal of the STATE BOARD to be hereto affixed, and the SELLER has caused the same to be executed by its President, or other duly authorized officer, attested by its Secretary, and its common seal to be hereto affixed, all by an order and resolution of its Board of Directors, duly passed.

THE STATE BOARD OF EDUCATION

SELLER

\_\_\_\_\_  
SECRETARY (STATE BOARD)

\_\_\_\_\_  
PRESIDENT (SELLER)

Approved as to form:

ATTEST

\_\_\_\_\_  
Legal Counsel                      Date  
(BOARD'S SEAL)

\_\_\_\_\_  
SECRETARY(SELLER)                      Date  
(SELLER'S SEAL)

Bond No. \_\_\_\_\_

**State of North Carolina Surety Bond**

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_,  
doing business in the city of \_\_\_\_\_, in the State of \_\_\_\_\_,  
as principal, and \_\_\_\_\_  
as surety, are held and firmly bound unto the State of North Carolina in the penal sum of  
\_\_\_\_\_ Thousand dollars, to the payment of which sum we bind ourselves,  
our heirs, assigns, successors, and representatives.

Given under our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

The condition of this bond is that if the said \_\_\_\_\_  
shall well and truly observe, keep, maintain, and preserve, the terms of the agreement hereto attached,  
made with the State Board of Education of the State of North Carolina for the sale, supply, distribution,  
and furnishing of textbooks mentioned in the said contract for the public schools in the said State of  
North Carolina, and shall faithfully, honestly, and exactly perform their said contract, and shall do the  
acts and deeds as by said agreement and the laws of the State are required and enjoined, and will pay all  
reasonable attorneys' fees in case of recovery in any suit upon this bond, the same shall be null and void;  
otherwise, in full force and effect. And it is further provided, as required by the law of the State of  
North Carolina establishing a Textbook Commission, and so understood and agreed by both principal  
and sureties hereto, that this bond shall not be exhausted by a single recovery, but may be sued on from  
time to time until the full amount thereof shall be recovered.

WITNESS our hands and seals, this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

\_\_\_\_\_  
Print Name of Principal

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Signature of Officer of the Principal

\_\_\_\_\_  
Print Name of Attorney-in-Fact

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Signature of Attorney-in-Fact

**AUTHORITY TO SUBMIT BIDS FOR TEXTBOOKS**

Pursuant to issuance of the 2019 *Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*, the signer agrees that, if this bid is accepted in due course by the offeree, the company will enter into a contract with the North Carolina State Board of Education to provide said Board with its public school requirement for the textbooks listed below at the prices quoted. The Contract to be entered into shall be in accordance with the contract example included in the 2019 *Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina*. Please furnish the following information for completing a textbook contract, if adopted.

\_\_\_\_\_  
COMPANY

Address of Principal Place of Business

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
PRESIDENT or DESIGNEE

*Print*

\_\_\_\_\_  
PRESIDENT or DESIGNEE

*Signature*

\_\_\_\_\_  
DATE

Please check one:

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Sole Proprietorship \_\_\_\_\_

Other (designate) \_\_\_\_\_

**NORTH CAROLINA  
COST PROPOSAL SPREADSHEET  
(SAMPLE)**

**Publisher Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_ **Page:** \_\_\_ of \_\_\_

**I. Inventoried: Student and teacher editions are provided in hard-copy and/or digital formats. Copies are purchased through State Textbook Warehouse.**

TITLE	Grade Level or Course Title	ISBN	Publisher	Copyright/ Edition	NIMAS Compliant Files? Yes or No (See attachment 7)	Net Wholesale	NC Warehouse Allowance	Bid Price
<b>English Language Arts: 6-8</b>								
English Language Arts Course 1 Student Edition	6	9781234567891	ABC Publishing	2019	Yes	55.00	4.40	50.60
English Language Arts Course 1 Teacher Edition	6	9782345678912	ABC Publishing	2019	Yes	70.00	5.60	64.40
English Language Arts Course 1 Digital Edition	6	9782345678912	ABC Publishing	2019	Yes	70.00	5.60	64.40
Net Wholesale Price (Lowest prices available in U.S.), f.o.b. Publisher NC Warehouse Allowance: Calculated at 8% of the net wholesale price Bid Price: Warehouse allowance deducted from the net wholesale price *See page 10 of this Invitation for more information on cost calculation.								

**II. Non-inventoried: Accompanying student materials (ASM) and Enrichment Materials (EM) are provided at no charge. Additional copies are purchased directly from the publisher.**

<b>TITLE</b>	<b>GRADE LEVEL</b>	<b>ISBN</b>	<b>Ratio</b> Number per classroom; collection purchased; per teacher, per school, per district (specify), also frequency of offer such as annually, quarterly, monthly	<b>Price for Additional Copies</b>
<b>Accompanying Student Materials (ASM) Maximum 4 Items</b>				
English Language Arts Course ASM 1		<b>9781122334455</b>	Upon request, choose up to 4 accompanying items for each Student Edition purchased, life of adoption	<b>35.00</b>
English Language Arts Course ASM 2		<b>9782233445566</b>	Upon request, choose up to 4 accompanying items for each Student Edition purchased, life of adoption	<b>6.25</b>
English Language Arts Course ASM 3		<b>9783344556677</b>	Upon request, choose up to 4 accompanying items for each Student Edition purchased, life of adoption	<b>7.15</b>
English Language Arts Course ASM 4		<b>9784455667788</b>	Upon request, choose up to 4 accompanying items for each Student Edition purchased, life of adoption	<b>6.25</b>
<b>Enrichment Materials (EM) Maximum 7 Items</b>				
English Language Arts Course EM 1		<b>9781912345678</b>	Choose up to 7 enrichment items per classroom teacher (minimum purchase of 15 student editions), upon request, initial year of purchase	<b>250.00</b>
English Language Arts Course EM 2		<b>9781923456789</b>	Choose up to 7 enrichment items per classroom teacher (minimum purchase of 15 student editions), upon request, initial year of purchase	<b>185.00</b>
English Language Arts Course EM 3		<b>9781934567891</b>	Choose up to 7 enrichment items per classroom teacher (minimum purchase of 15 student editions), upon request, initial year of purchase	<b>40.00</b>
English Language Arts Course EM 4		<b>9781956789123</b>	Choose up to 7 enrichment items per classroom teacher (minimum purchase of 15 student editions), upon request, initial year of purchase	<b>40.00</b>
<b>Enrichment Materials Increment:</b>	<b>Each purchase of an additional 25 student editions above an initial purchase of 100 will entitle the LEA to select one additional item from the Enrichment Material List above.</b>			

FORM B

STATE OF NORTH CAROLINA

STATEMENT OF PUBLISHER SUBMITTING TEXTBOOKS FOR ADOPTION

One copy of this form signed by an official of the Publishing Company submitting books for adoption must be attached to the inside front cover of at least one official sample textbook submitted, plus additional copies when requested by the adopting agency.

Name of Publisher \_\_\_\_\_
Address \_\_\_\_\_
Title offered for adoption \_\_\_\_\_
Grade level/course \_\_\_\_\_
Copyright and edition \_\_\_\_\_ ISBN No. \_\_\_\_\_
DPI Identification Number \_\_\_\_\_

CLASS OF TEXTBOOK:

A \_\_\_ B \_\_\_ C \_\_\_ D \_\_\_ E \_\_\_ F \_\_\_ AA \_\_\_ BB \_\_\_ CC \_\_\_
Grades 9 - 12 only, Class I \_\_\_ Class II \_\_\_
College \_\_\_ Meets MSST
College \_\_\_ Does Not Meet MSST

PAPER: Basis weight \_\_\_\_\_ lbs.

PRINTING: Printing Symbol: \_\_\_\_\_
Margins: Back \_\_\_ " Head \_\_\_ " Front \_\_\_ " Foot \_\_\_ "

BINDING:

No. of pages (total) \_\_\_\_\_ Pages per signature \_\_\_\_\_ Bulk \_\_\_\_\_ "
Trim size: Width \_\_\_\_\_ " Height \_\_\_\_\_ " Endsheets \_\_\_\_\_ lbs
Inserts: Number and kind \_\_\_\_\_
Method of attachment \_\_\_\_\_
Transparent overlays: Number and kind \_\_\_\_\_
Method of attachment \_\_\_\_\_
Reinforcements: Visible drill joints \_\_\_\_\_ Concealed muslin joints \_\_\_\_\_
Binding method: Sewed \_\_\_ Stitched \_\_\_ Adhesive \_\_\_ Unmilled spines \_\_\_ Milled spines \_\_\_
Wires: Side \_\_\_\_\_ Saddle \_\_\_\_\_ Mechanical \_\_\_\_\_
Lining up: Supers: Number \_\_\_\_\_ Headbands \_\_\_\_\_ Tightback \_\_\_\_\_

COVERS: Cover boards: Thickness in points \_\_\_\_\_
Cover material: Non woven: Type II \_\_\_\_\_ Type III \_\_\_\_\_
Woven fabric group designation \_\_\_\_\_
Non-consumable soft-cover texts, Class AA \_\_\_ BB \_\_\_ CC \_\_\_
Other \_\_\_\_\_
Cover graphics: Lithographed \_\_\_ Screened \_\_\_ Stamped \_\_\_ Other \_\_\_
Cover top coating: \_\_\_\_\_

SPECIAL FEATURES

The undersigned Publisher submitting the textbook stated herein certifies (on the basis of tests of materials in their original conditions and in respect to the mechanical specifications employed in manufacture) that the filed sample conforms in every respect to the Manufacturing Standards and Specifications for Textbooks in the State of North Carolina with the exception of: (explain deviations fully below or on separate sheet).



**WARRANTY OF PUBLISHER Form B (continued)**

And the undersigned Publisher agrees, in the event the contract for supplying the textbook listed herein is awarded to it, that:

<p><b>OFFICIAL SAMPLE CONFORMS: TEXTS SUPPLIED WILL CONFORM (Clause One)</b></p>	<p>1. The official sample confirms to or exceeds in every particular the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, and that all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample, and will likewise conform to or exceed these same specifications.</p>
<p><b>OFFICIAL SAMPLE DOES NOT CONFORM; TEXTS SUPPLIED WILL CONFORM (Clause Two)</b></p>	<p>2. Although the official sample deviates in certain particulars delineated herein from the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, all copies subsequently furnished under such contract will conform to or exceed every specification.</p>
<p><b>OFFICIAL SAMPLE CONFORMS EXCEPT FOR STATED DEVIATIONS; TEXTS SUPPLIED WILL CONFORM EXCEPT FOR STATED DEVIATIONS (Clause Three)</b></p>	<p>3. The official sample conforms to or exceeds every specification of the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, except for those deviations expressly delineated herein, and all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample, and will conform to or exceed every specification of the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments except for those expressly delineated and accepted by the adopting agency.</p>
<p><b>OFFICIAL SAMPLE DOES NOT CONFORM; TEXTS SUPPLIED WILL NOT CONFORM (Clause Four)</b></p>	<p>4. Neither the official sample, nor copies subsequently furnished under such contract, will conform to any particular specification of the Manufacturing Standards and Specifications for Textbooks including applicable Temporary, Supplemental Adoptions and Amendments, although all copies furnished under such contract will be identical to or the equivalent of the original sample.</p>

The undersigned Publisher agrees to be bound under Clause One ( ), Two ( ), Three ( ), Four ( ) of this warranty. The Publisher shall furnish to the State for appropriate testing, when requested, samples of materials used in this publication.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Revised 8/06

**FORM M**

**STATE OF NORTH CAROLINA**

**STATEMENT OF PUBLISHER SUBMITTING ELECTRONIC MEDIA FOR ADOPTION**

One copy of this form signed by an official of the Publishing Company submitting electronic media for adoption must be submitted to the adopting agency.

Name of Publisher \_\_\_\_\_

Address \_\_\_\_\_

Title of Textbook (Core Instructional Program) \_\_\_\_\_

Title of Electronic-based Program (if different from textbook) \_\_\_\_\_

Electronic Medium \_\_\_\_\_

Copyright/Version \_\_\_\_\_ ISBN \_\_\_\_\_

**Industry Standards**

<b>Medium</b>	<b>Standard</b>
Audio Cassette	ITA Standards
Audio Compact Disc	Sony/Philips Specifications
CD-ROM	Sony/Philips Specifications
DVD	DVD Forum Specifications
DVD-ROM	DVD Forum Specifications
Online	W3C Recommendations
Video Cassette	ITA Standards
Other	_____

**DEVIATIONS**

The Publisher submitting the electronic medium stated herein certifies (on the basis of tests of materials in their original conditions and in respect to the mechanical specifications employed in manufacture) that filed sample conforms in every respect to the industry standard for that medium with the exception of: (explain deviations fully below or on a separate sheet.)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FORM M (Continued)  
**WARRANTY OF PUBLISHER**

And the undersigned Publisher agrees in the event the contract for supplying the textbook listed herein is awarded to it, that:

<b>OFFICIAL SAMPLE CONFIRMS: TEXTS SUPPLIED WILL CONFORM (Clause One)</b>	1. The official sample conforms to or exceeds in every particular the identified standard for the medium and all copies subsequently furnished under such contract will be identical to or the equivalent of the official sample, and will likewise conform to or exceed these same specifications.
<b>OFFICIAL SAMPLE DOES NOT CONFIRM: TEXTS SUPPLIED WILL CONFIRM (Clause Two)</b>	2. Although the sample deviates in certain particulars delineated herein from the industry standard for the medium, all copies subsequently furnished under such contract will conform to or exceed every specification.
<b>OFFICIAL SAMPLE CONFORMS EXCEPT FOR STATED DEVIATIONS; TEXTS SUPPLIED WILL CONFORM EXCEPT FOR STATED DEVIATIONS (Clause Three)</b>	3. The official sample conforms to or exceeds every specification of the industry standard for the medium, except for those deviations expressly delineated below, and all copies subsequently furnished under such contract will be identical to or exceed the industry standard for the medium except for those expressly delineated and accepted by the adopting agency.
<b>OFFICIAL SAMPLE DOES NOT CONFORM; TEXT SUPPLIED WILL NOT CONFORM (Clause Four)</b>	4. Neither the official sample, nor copies subsequently furnished under such contract, will conform to any particular specification of the industry standard for the medium, although all copies furnished under such contract will be identical to or the equivalent of the original sample.

The undersigned Publisher agrees to be bound under Clause One ( ), Two ( ), Three ( ), and Four ( ) above of this warranty. The Publisher shall furnish to the State for appropriate testing, when requested, samples of materials used in this publication.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

## ACCESSIBLE ELECTRONIC FILES OF PUBLISHER MATERIALS

Electronic files of print and non-print textbook materials are needed to ensure the timely production of the materials in specialized formats (e.g., Braille). The NC Department of Public Instruction has adopted the National Instructional Materials Accessibility Standard (NIMAS) in accordance with the Individuals with Disabilities Education Improvement Act of 2004 (P.L. 108-446), for the purpose of providing instructional materials to blind students or other students with disabilities. The Department is also coordinating with the National Instructional Materials Access Center (NIMAC), which is serving as a repository for publishers' compliant files.

Additional information about NIMAS: <http://aem.cast.org/>

Additional information about NIMAC: <http://www.nimac.us/>

Publishers will submit NIMAS-compliant files of state adopted textbooks and other core textbook materials by **November 1, 2019**. These files will be submitted to either the Textbook Warehouse (Attention: Judy Blount) or NIMAC using the ISBNs submitted for NC adoptions. Should a publisher opt not to send files for a particular book, it must provide the Textbook Warehouse with the textbook in the specialized requested format at the same time as print materials are delivered.

A separate file listing the structure of the primary files must be provided to the Textbook Warehouse (Attention: Judy Blount at [judy.blount@dpi.nc.gov](mailto:judy.blount@dpi.nc.gov). This file should be labeled DISKLIST.TXT.) In addition, all special instructions (e.g., merging of materials such as marginal notes kept in a separate file) should be noted in this file.

Efforts should be made to update files to duplicate exactly the adopted print or non-print version of the textbook materials including corrections and changes.

When files are accepted by NIMAC, please notify Judy Blount at [judy.blount@dpi.nc.gov](mailto:judy.blount@dpi.nc.gov) and provide her with notice that files have been sent to NIMAC.

**AFFIDAVIT**

**STATEMENT OF PUBLISHER SUBMITTING INSTRUCTIONAL MATERIAL FOR ADOPTION TO THE NORTH CAROLINA STATE BOARD OF EDUCATION**

One copy of this form signed by an official of the Publishing Company submitting instructional material for adoption must be sent to the Department of Public Instruction with the Contract and Surety Bond.

Name of Publisher: \_\_\_\_\_

Address: \_\_\_\_\_

Title(s) Offered for Adoption: **(Please list all titles submitted along with ISBN number. A separate list may be attached.)** \_\_\_\_\_

The undersigned certifies that he/she is authorized to and does certify that the above named textbook(s) has/have been proofread for factual and typographical errors and to the best of my knowledge will be free from such errors.

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ (date).

(Signature and seal of notary public)

Notary Public

My commission expires: \_\_\_\_\_ (date).

## REQUIREMENTS

Textbook materials not submitted in accordance with the requirements set forth within this Invitation shall not be considered or adopted. **Nothing shall be accepted after any of the deadlines listed in the 2019 Invitation to Submit Textbooks for Evaluation and Adoption in North Carolina.**

**ALL bid submissions must be delivered to the following:**

2019 Invitation to Submit Textbook for Evaluation and Adoption in North Carolina  
NC Department of Public Instruction  
Attn: Barbara Littauer, Procurement Office  
301 N. Wilmington Street, Room B04  
Raleigh, NC 27601

ALL inquiries regarding identification number assignment must be in writing and emailed to:

Dr. Carmella Fair  
Instructional Resource Consultant  
Textbook Adoption Services  
North Carolina Department of Public Instruction  
Email: [nctextbooks@dpi.nc.gov](mailto:nctextbooks@dpi.nc.gov)

ALL inquiries regarding directions for packing and shipping must be directed to:

Dr. Carmella Fair  
Instructional Resource Consultant  
Division of Digital Teaching and Learning  
Textbook Adoption Services  
North Carolina Department of Public Instruction  
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