

# Bluebonnet Learning Spanish Instructional Materials Pilot

## Acknowledgements and Assurances

### School Year 2025-2026

#### District Pilot Acknowledgements and Assurances

Please acknowledge that your district has reviewed and agrees to the pilot requirements by completing, signing and uploading this form to your pilot application.

#### Approval Requirements:

- ☐ The participating district is located in the state of Texas and acknowledges that this pilot is for the limited period of time as set forth below for the purpose of developing and testing the quality of the instructional materials [Tex. Educ. Code §31.0721(b)].
- ☐ The local board of trustees has approved the district's participation in this pilot [Tex. Educ. Code §31.0721(b)(1)].
- ☐ The district has evidence that classroom teachers support the use of the materials [Tex. Educ. Code §31.0721(b)(2)].
- ☐ The district superintendent has approved the district's participation in this pilot.
- ☐ The district Chief Academic Officer (or equivalent leader) has approved the district's participation in this pilot.

#### Pilot Period

- ☐ The duration of the pilot is only through school year 2025-2026. The pilot period ends on the final day of the district's Spring 2026 semester. All pilot materials will be removed from the Bluebonnet Learning Portal by June 30, 2026.

#### Pilot Responsibilities:

##### Orientation

- ☐ The district agrees to send the primary pilot contact to a 60-minute pilot information and requirements webinar. Please note that all interested district staff are welcome to attend as well.
  - o Friday, April 4, 2025, 11:00 AM-12:00 PM CST
  - o Tuesday, April 8, 2025, 4:00-5:00 PM CST
  - o Thursday, April 17, 2025, 1:00-2:00 PM CST
  - o Thursday, April 24, 2025, 2:00-3:00 PM CST

## Reviewer Support

- ☐ Pilot participants understand that participating teachers and coaches are required to submit feedback on the pilot materials and implementation supports. Feedback will be collected 3-4 times during the pilot. Feedback topics include but are not limited to:
  - Rigor of the materials
  - Specific components of the Math and RLA lessons
  - Implementation supports
  - The Bluebonnet Learning Portal

## End of Pilot

- ☐ At the end of the pilot school year as set forth above, the district must cease using all pilot materials and implementation supports as required by the pilot license and Texas law [Tex. Educ. Code §31.0721(c)].

## Pilot License Requirements

- ☐ The district acknowledges and agrees that the Spanish pilot materials are subject to the pilot license which is a limited, temporary license that prohibits the sharing of pilot materials outside of participating teachers, students and families.
- ☐ The district agrees to make efforts to ensure pilot materials, and any related access or login credentials, are not shared with unauthorized parties, including making sure individuals with access to the pilot materials are aware of this requirement.
- ☐ The district acknowledges and agrees that the pilot license is not an open license and has restrictions on use. The district may only use the pilot materials as permitted by the pilot license and agrees not to use the materials for any purpose not in furtherance of the pilot program.
- ☐ The district acknowledges and agrees that the pilot license expires at the end of the pilot period.

## Additional Pilot Considerations

- ☐ The district agrees to comply with all local Board policies.
- ☐ The district agrees to develop a plan to support families of pilot participants as a part of the pilot in alignment with local district policy. For example, this may include ensuring parents have access to pilot materials, parent and family communications or any other activity deemed important to the district.

- ☐ The district agrees to provide support as needed to print any pilot materials. Please note, most materials will be provided to districts as a part of the pilot print order. However, local printing support will be needed for teachers and campuses wishing to modify materials to meet any local implementation needs.

Authorized District Representative Signature of Certification:

Authorized District Representatives Printed Name:

District Name:

Date of Certification:



# Bluebonnet Learning Spanish Instructional Materials Pilot

## Copyright License

### School Year 2025-2026

This Pilot Copyright License Agreement (the “Agreement”) is made and entered into by and between the Texas Education Agency (“TEA”) and the Texas school district identified below (“District”), and shall be deemed effective as of the last date of signature below (the “Effective Date”).

#### RECITALS:

(A) TEA is the creator and copyright holder for the Aprendizaje Bluebonnet Destrezas fundamentals K-3, Aprendizaje Bluebonnet Spanish Artes del lenguaje y lectura K–5, and Aprendizaje Bluebonnet Matemáticas K–5 materials (collectively, the “Pilot Materials”).

(B) TEA seeks to operate a pilot program for the Pilot Materials solely for the purpose of receiving feedback from school districts, teachers, students and parents to aid in developing and testing the quality of the Pilot Materials as allowed under Tex. Educ. Code §31.0721(b) (the “Pilot Program”).

(C) District desires to obtain, and TEA has agreed to grant, a limited, revocable, nonexclusive right and license to the Pilot Materials for use by District (1) only in Texas and (2) solely for the purposes of participating in the Pilot Program, in accordance with the terms and conditions of this Agreement.

(D) District desires to ensure individuals within the District that will use Pilot Materials as part of the Pilot Program, including District staff, teachers, students, and parents and guardians of those students (“Authorized Users”), have the rights necessary to use the Pilot Materials solely as part of the Pilot Program.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, District agrees as follows:

#### **I. License Grant**

(A) TEA hereby grants to District and Authorized Users in the state of Texas a limited, revocable, fully paid-up, non-sublicensable, non-transferable, nonexclusive right and license to (i) use, access, reproduce, and copy the Pilot Materials, (ii) publicly display the

Pilot Materials to Authorized Users, (iii) distribute copies of the Pilot Materials to Authorized Users, and (iv) provide access to the Pilot Materials to Authorized Users (the “Pilot License”).

(B) The Pilot Materials shall only be used in Texas.

(C) The Pilot License shall expire on the final day of District’s Spring 2026 semester.

## **II. Scope of Use**

(A) District and Authorized Users may use the Pilot Materials under the Pilot License only for noncommercial, educational purposes solely as necessary and in furtherance of the Pilot Program.

(B) District and Authorized Users may not:

- (1) modify, create derivative works from, or otherwise alter the Pilot Materials;
- (2) provide access to, either directly or indirectly, the Pilot Materials to any person who is not an Authorized User; or
- (3) use the Pilot Materials in any way that is unrelated to District’s or the Authorized User’s participation in the Pilot Program.

## **III. Access to Digital Pilot Materials**

As part of the Pilot Program, TEA may make available to District digital or electronic Pilot Materials (“Digital Materials”). If Digital Materials are made available, District shall take reasonable steps to limit access to those Digital Materials to only Authorized Users. District may not make Digital Materials available to a person that is not an Authorized User.

## **IV. Authorized Users**

District agrees to take reasonable steps to ensure any Authorized User with access to the Pilot Materials, including access to Digital Materials, is made aware of the limitations of the Pilot License and that such Authorized Users agree to its terms.

## **V. Ownership and Copyright**

District acknowledges and agrees that, as between TEA and the District, TEA is the owner of all right, title and interest in and to the Pilot Materials and all intellectual property rights therein, including but not limited to copyright and trademark rights. District agrees not to contest or otherwise interfere with TEA’s rights therein. District agrees that nothing in this Agreement shall give District any right, title, or interest in the Pilot Materials other than the limited right to use the same in accordance with this Agreement.

## **VI. Pilot Materials Not Open Education Resource Materials**

District acknowledges and agrees that, because the Pilot Materials are currently still in development and have not been officially released pursuant to Chapter 31 of the Texas Education Code, the Pilot License is not an open license. Accordingly, the Pilot Materials are not open education resources.

District agrees that it shall take reasonable steps to ensure neither District nor Authorized Users misrepresent the Pilot License by referring to the Pilot Materials as open education resources.

## **VII. Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its conflict of laws principles. Exclusive venue for any claim, dispute, or lawsuit arising out of or relating to this Agreement shall be in the state or federal courts located in Austin, Texas.

## **VIII. Entire Agreement**

This Agreement constitutes the entire agreement between TEA and District with respect to the license to Pilot Materials under the Pilot Program and supersedes all prior or contemporaneous understandings, agreements, representations, and warranties, whether written or oral.

### **Execution:**

Authorized District Representative Signature of Certification:

Authorized District Representatives Printed Name:

District Name:

Date of Certification:

TEA Signature (pre-printed)

A handwritten signature in black ink that reads "Nicholas Keith". The signature is written in a cursive, slightly slanted style.