COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL

DATE:	June 30, 2025
CONTRACT COMMODITY/SERVICE: *(include contracting entity if cooperative)*	RTI Reading (K-12) Curriculum for Tier I, II and III
CONTRACT NUMBER:	2114D
COMMODITY CODE:	924.16
CONTRACT PERIOD:	July 1, 2025 through June 30, 2026
RENEWAL OPTIONS:	None
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Williams Venaglia
Phone Number:	804-652-3640
Email Address:	Kmw3@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	Houghton Mifflin Harcourt Publishing (HMH)
Address:	125 High Street
City, State:	Boston, MA 02110
Contact Name:	Robin Lauver
Phone Number:	757-575-5952
Email address:	Robin.Lauver@hmhco.com
ORACLE SUPPLIER NUMBER:	31894
BUSINESS CATEGORY:	Non Swam
PAYMENT TERMS:	Net 45 days
DELIVERY:	N/A
FOB:	N/A
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

COMMONWEALTH OF VIRGINIA
County of Henrico

RTI Reading (K-12) Curriculum for Tier I, II, and III
Contract No. 2114D
Amendment No. 2
June 25, 2025

Whereas, the County School Board of Henrico, Virginia ("HCPS") and Houghton Mifflin Harcourt Publishing (HMH) ("Contractor") entered into Contract No. 2114D (the "Contract") dated October 14, 2021 to provide RTI Reading (K-12) Curriculum for Tier I, II, and III when needed and requested by the HCPS; and,

Whereas, by Amendment No. 1 dated May 22, 2024 the parties renewed the Contract for an additional one-year term beginning July 1, 2024 and ending June 30, 2025, with updated pricing and replaced Exhibit E of the contract with Exhibit E1 .

Whereas, the parties wish to renew the Contract for an additional one-year term beginning July 1, 2025 and ending June 30, 2026; and,

Whereas, by letter dated June 25, 2025, Contractor agreed to renew the Contract with updated pricing and replace Exhibit E1 of the contract with Exhibit E2.

Now, therefore, the parties agree to renew and amend the Contract as follows:

1. The Contract is hereby renewed for an additional one-year term beginning July 1, 2025 and ending June 30, 2026.
2. Exhibit E1 of the contract is replaced with Exhibit E2.
3. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 2 to the Contract to be executed by the following duly authorized individuals:

Houghton Mifflin Harcourt Publishing Company		County School Board of Henrico County, Virginia
125 High Street		P.O. Box 90775
Boston, MA 02110		Henrico, VA 23273
Signature *Lisa A. Jacobson*		Oscar Knott, CPP, CPPO, VCO
Lisa A. Jacobson		Purchasing Director
Sr. Director, Bids and Contracts		
Printed Name and Title		
		Date June 27, 2025
Date ~~June 26, 2025~~		

2021 ISBN	TITLE	PRICE	2024 ISBN	TITLE	2024 PRICE	2025 PRICE
STAGE A	**GRADES 4 AND 5**		**STAGE A**			
9781328018960	READ 180 Universal Stage A Student Subscription Package 1 Year	$199.00	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year	$109.00	$109.00
9781328019905	Literacy Intervention License (R180 / S44 Upper Elementary)Teacher Subscription	$299.00	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year	$299.00	$299.00
9781328017635	READ 180 Universal Stage A Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library	$4,499.00	9780358804697	Read 180 Stage A Teacher Bookshelf	$710.00	$710.00
			9780358817147	Read 180 Stage A Independent Reading Library	4100.00	$2,995.00
			9780358363002	HMH Word Building Kit	$49.95	$49.95
			9780358766292	Read 180 Stage A ReaL Book Workshops 1-3 Student Edition Bundle	$30.00	$30.00
	TOTAL STAGE A					
STAGE B	**GRADES 6-8.**		**STAGE B**			
9781328019011	READ 180 Universal Stage B Student Subscription Package 1 Year, Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and Stage B ReaL Book for 1 student	$199.00	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year. Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	$109.00

9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) /TEACHER	$299.00	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year. Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	$299.00	$299.00
9781328017642	READ 180 Universal Stage B Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library	$4,499.00	9780358804727	Read 180 Stage B Teacher Bookshelf Includes: Read 180 Stage B Getting Started Book 1 Teaching Guide Read 180 Stage B Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage B ReaL Book Workshop 1 Teaching Guide Read 180 Stage B ReaL Book Workshop 2 Teaching Guide Read 180 Stage B ReaL Book Workshop 3 Teaching Guide Read 180 Stage B ReaL Book Workshop 4 Teaching Guide Read 180 Stage B ReaL Book Workshop 5 Teaching Guide Read 180 Stage B ReaL Book Workshop 6 Teaching Guide Read 180 Stage B ReaL Book Workshop 7 Teaching Guide	$710.00	$710.00

				ISBN	Description	Price 1	Price 2
				9780358817239	Read 180 Stage B Independent Reading Library	$4,100.00	$2,995.00
				9780358363002	HMH Word Building Kit	$49.95	$49.95
				9780358766377	Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle. Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	$30.00	$30.00
	TOTAL STAGE B						
STAGE C	**GRADES 9-12**			**STAGE C**			
9781328019042	READ 180 Universal Stage C Student Subscription Package 1 Year, Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and Stage C ReaL Book for 1 student		$199.00	9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	$109.00	$109.00
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) /TEACHER		$299.00	9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year. Includes: Read 180 on Ed Teacher License 1 Year. Access to Teacher's Corner	$299.00	$299.00

9781328017659	READ 180 Universal Stage C Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library		$4,499.00	9780358804758	Read 180 Stage C Teacher Bookshelf. Includes: Read 180 Stage C Getting Started Book 1 Teaching Guide Read 180 Stage C Getting Started Book 2 Teaching Guide Read 180 Code Book 1 Teaching Guide Read 180 Code Book 2 Teaching Guide Read 180 Code Book 3 Teaching Guide Read 180 Code Book 4 Teaching Guide Read 180 Stage C ReaL Book Workshop 1 Teaching Guide Read 180 Stage C ReaL Book Workshop 2 Teaching Guide Read 180 Stage C ReaL Book Workshop 3 Teaching Guide Read 180 Stage C ReaL Book Workshop 4 Teaching Guide Read 180 Stage C ReaL Book Workshop 5 Teaching Guide Read 180 Stage C ReaL Book Workshop 6 Teaching Guide Read 180 Stage C ReaL Book	$710.00	$710.00
				9780358817246	Read 180 Stage C Independent Reading Library	$4,100.00	$2,995.00
				9780358363002	HMH Word Building Kit	$49.95	$49.95

			9780358766452	Read 180 Stage C ReaL Book Workshops 1-3 Student Edition Bundle. Includes: Read 180 Stage C ReaL Book Workshop 1-3 Student Edition. Read 180 Stage C Getting Started Book 1 Student Edition	$30.00	$30.00
	TOTAL STAGE C					
	PROFESSIONAL SERVICES			PROFESSIONAL SERVICES		
9781328038760	READ 180 Universal Getting Started Live Online 6, 1-Hour Course Bundle The Getting Started with READ 180 Universal live online course will prepare participants to successfully start teaching with READ 180 Universal, using the Interchangeable Literacy License.	$2,400.00	9780358942306	Read 180 on Ed Coachly 20 + In-Person 1 Year Grades 3-12	$19,500.00	$20,085.00
9780358612957	2020 Houghton Mifflin Harcourt Online Coaching Introductory Membership Grades K-12	$2,500.00	9780358732082	Getting Started Introduction to Read 180 on Ed Live Online 2-Hour. GRADES 3-12	$800.00	$800.00
	TOTAL FOR PROF. DEVELOPMENT SERVICES					

ISBN	TITLE	PRICE	2024 ISBN	TITLE	2024 PRICE	2025 PRICE
COURSE A	ENGLISH 3D-GRADES 4 & 5		ENGLISH 3D			
9780545899215	English 3D **Course A Volume** 1 **Student** Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course A Volume 1), English 3D student technology subscription (Course A Volume 1), and Reading Inventory student software subscription for one student.	$50.00	9780358730675	English 3D **Courses A-C** Digital Access **Student** Subscription 1 Includes: English 3D Student Technology Subscription 1 Year (Courses A1, A2, B1, B2, C, Language Launch 1, Language Launch 2) Implementation Success	$50.00	$50.00
9780545823029	English 3D **Course A** Issues Book Volume 1	$20.00	9780358609490	English 3D **Course A** Volume 1 Issues Book	$20.00	$20.00
9780358462750	English 3D Language Launch Student Edition	$15.00	9780358920991	Language Launch Volume 1 Unit 1-3 Student Edition Set	$30.00	$30.00
9781328034618	English 3D **Course A Volume 1** Classroom Package Includes: English 3D **Teaching Guide** (Course A Volume 1), Issues book (Course A Volume 1), Independent Reading Library (Course A 20 titles; 4 copies of each), and Classroom Poster Pack (Course A 2 Posters).	$1,300.00	9780358730750	English 3D **Courses A-C D**igital Access **Teacher** Subscription 1 Year Includes: English 3D teacher technology subscription 1 Year (Courses A1, A2, B1, B2, C, Language Launch 1, Language Launch 2) Access to Teacher's Corner	$55.00	$56.65
9781328034618	English 3D Course A Teacher License Volume 1	$55.00		INCLUDED IN CELL G-6		
COURSE B	ENGLISH 3D GRADES 6-8					

9780545899239	English 3D C**ourse B Volume 1 Student** Subscription Package 1 Year English 3D Language & Writing Portfolio (Course B Volume 1), English 3D student technology subscription (Course B Volume 1), and Reading Inventory student software subscription for one student	$40.00		INCLUDED IN CELL G 3		
9780545899239	English 3D **Course B** Issues Book Volume 1	$17.50	9780358609513	English 3D **Course B** Volume 1 Issues Book	$20.00	$20.00
9780545822886	English 3D Language Launch Student Edition	$15.00	9780358921073	Language Launch Volume 1 Unit 4-6 Student Edition Set	$30.00	$30.00
9781328034632	English 3D Course B Volume 1 Classroom Package IIncludes: English 3D **Teaching Guide** (Course B Volume 1), Issues book (Course B Volume 1), Independent Reading Library (Course B 20 titles; 4 copies of each), and Classroom Poster Pack (Course B 2 Posters).	$1,035.00		INCLUDED IN CELL G-6		
9781328034939	English 3D Course B Teacher License Volume 1	$55.00		INCLUDED IN CELL G-6		
COURSE C	**ENGLISH 3D GRADES 9-12**					
9780358462750	English 3D **Course C Student** Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course C), English 3D student technology subscription (Course C), and Reading Inventory student software subscription for one student.	$40.00		INCLUDED IN CELL G-3		

ISBN	Description	Price	ISBN	Description	Price	Price
9781328015211	English 3D **Course C** Issues Book	$17.50	9780358609537	English 3D **Course C** Issues Book	$20.00	$20.00
9780545629737	English 3D Language Launch Student Edition	$15.00	9780358462750	English 3D Language Launch Volume 2 Student Edition	$30.00	$15.00
9781328034656	English 3D Course C Classroom Package. Includes: English 3D Teaching Guide (Course C) and Issues book (Course C).	$480.00		INCLUDED IN CELL G-6		
9781328034953	English 3D Course C Teacher License	$55.00		INCLUDED IN CELL G-6		
9781328034977	English 3D Language Launch Teaching Guide	$100.00	9780358462767	English 3D Language Launch Volume 2 Teaching Guide	$100.00	$103.00
9781328038739	English 3D Course A Getting Started Live Online 6, 1-Hour Course Bund	$2,400.00	9780358942221	English 3D on Ed Coachly 20 + In-Person 1 Year Grades 3-12	$19,500.00	$20,085.00
9780358612957	020 Houghton Mifflin Harcourt Online Coaching Introductory Membership Grades K-12	$2,500.00	9780358470359	Getting Started: Introduction to English 3D on Ed 4-12 Live Online. 2 hour	$800.00	$800.00
			WRITABLE FOR ENGL 3D			
WRITABLE						
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year GRADES 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.	$7.00	9780358649946	2021 Writable for English 3D Student License Digital 1 Year. GRADES 4-12. Includes: 2021 Writable for English 3D Digital Student Resources 1 Year Implementation Success	$12.00	$12.00

		9780358650027	2021 Writable for English 3D Teacher License Digital 1 Year. GRADES 4-12. Includes: 2021 Writable for English 3D Digital Teacher Resources 1 Year Access to Teacher's Corner	$221.00	$221.00

COMMONWEALTH OF VIRGINIA
County of Henrico

RTI Reading (K-12) Curriculum for Tier I, II, and III
Contract No. 2114D
Amendment No. 1
May 22, 2024

Whereas, the County School Board of Henrico, Virginia ("HCPS") and Houghton Mifflin Harcourt Publishing (HMH) ("Contractor") entered into Contract No. 2114D (the "Contract") dated October 14, 2021 to provide RTI Reading (K-12) Curriculum for Tier I, II, and III when needed and requested by the HCPS; and,

Whereas, the parties wish to renew the Contract for an additional one-year term beginning July 1, 2024 and ending June 30, 2025; and,

Whereas, by letter dated March 5, 2024, Contractor agreed to renew the Contract with updated pricing and replace Exhibit E of the contract with Exhibit E1.

Now, therefore, the parties agree to renew and amend the Contract as follows:

1. The Contract is hereby renewed for an additional one-year term beginning July 1, 2024 and ending June 30, 2025.
2. Exhibit E of the contract is replaced with Exhibit E1.
3. All other provisions of the Contract remain in full force and effect.

In witness whereof, the parties have caused this Amendment No. 1 to the Contract to be executed by the following duly authorized individuals:

Houghton Mifflin Harcourt Publishing Company	County School Board of Henrico County, Virginia
125 High Street	P.O. Box 90775
Boston, MA 02110	Henrico, VA 23273
Signature	Oscar Knott, CPP, CPPO, VCO
	Purchasing Director
Shawn Weirather, Sr. Director, Proposals	
Printed Name and Title	June 24, 2024
	Date
June 24, 2024	
Date	

APPROVED AS TO FORM

6/12/24

ASSISTANT COUNTY ATTORNEY

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
OSCAR KNOTT, CPP, CPPO, VCO
PURCHASING DIRECTOR

Contract 2114D

**Agreement between Houghton Mifflin Harcourt Publishing Company and
The County School Board of Henrico County**

October
This agreement (the "Agreement") dated as of ~~July~~ 14 , 2021, is made and entered into between Houghton Mifflin Harcourt Publishing Company ("HMH"), and the County School Board of Henrico County, Virginia ("HCPS").

WHEREAS, on February 8, 2021, HCPS issued Request for Proposal No. 21-2114-2EMF (the "RFP"), titled "RTI Reading (K-12) Curriculum for Tier II and Tier III"; and,

WHEREAS, the HCPS selected HMH as one of the Successful Offerors to provide the goods and services requested in the RFP; and,

WHEREAS, the parties have negotiated the terms and conditions under which HMH will provide goods and services to HCPS; and,

WHEREAS, the delivery of the goods and services will be provided as set forth in the Agreement Documents.

NOW, THEREFORE, the parties agree as follows:

(1)   **Agreement Documents –** The Exhibits listed below are hereby incorporated into and made part of this Agreement, and this Agreement and the incorporated Exhibits shall be the "Agreement Documents." In the event of conflict among the Agreement Documents, the provisions of this Agreement shall supersede the Exhibits. Except as otherwise described herein, any inconsistency among the Exhibits shall be resolved by giving priority to the Exhibits in the order of the listing below.

EXHIBIT A	License Agreement Addendum
EXHIBIT B	HCPS Data Security Agreement
EXHIBIT C	HMH Standard PreK-12 Terms of Purchase
EXHIBIT D	HMH Privacy Policy
EXHIBIT E	HMH Pricing
EXHIBIT F	HMH response to Technical Questions
EXHIBIT G	HMH clarification email dated April 6, 2021
EXHIBIT H	HMH proposal dated March 4, 2021
EXHIBIT I	Negotiated Modifications to Agreement Documents
EXHIBIT J	Questions and Answers to the RFP dated February 17, 2021
EXHIBIT K	Request for Proposal #21-2114-2EMF dated February 8, 2021

(2)   **General Description of Services –** As needed and requested by HCPS during the life of this Agreement, HMH shall provide goods and services in accordance with the Agreement Documents.

(3)   **Term –** The term of the Agreement shall be from July 1, 2021 through June 30, 2022. This Agreement may be renewed for up to four (4) additional one-year periods at the sole discretion of HCPS.

(4)   **Compensation** – In accordance with the Agreement Documents, HMH shall provide pricing as listed in Exhibit E.

(5)   **Sovereign Immunity** – Notwithstanding any contrary language in the Agreement Documents, HCPS neither waives nor abrogates its sovereign immunity hereunder, in part or in whole, in any manner, under any theory.

(6)   **Controlling Law and Venue** – This Agreement is made and entered into, and shall be performed, in the County of Henrico, Virginia. Notwithstanding anything to the contrary in any of the Agreement Documents, this Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflicts of law principles. Any dispute arising out of this Agreement, its interpretations, or its performance shall be litigated only in Henrico County General District Court, the Circuit Court of the County of Henrico, Virginia, or the U.S. District Court for the Eastern District of Virginia, Richmond Division.

(7)   **Merger** – The Agreement Documents represent the entire agreement between the parties and supersede all prior communications and negotiations. This Agreement may be modified only in writing, signed by both HCPS and HMH.

(8)   **Severability** – If any provision of the Agreement Documents is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement Documents shall not be affected thereby and each other provision of the Agreement Documents shall be valid and enforceable to the fullest extent permitted by law.

(9)   **Claims** – HMH shall submit any and all claims arising under this Agreement, without exception, in accordance with Va. Code § 2.2-4363(C).

(10)   **Notice** – Any notice required to be given under this Agreement shall be sufficient if in writing and sent by either certified mail or overnight delivery to the parties at the addresses set forth below. The parties may update their contact information by providing written notice.

WHEREFORE, the parties hereby execute this Agreement as evidenced by the signatures below.

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY
125 High Street
Boston, MA 02110

Lisa A. Jacobson
Signature
Lisa Jacobson, Sr. Director, Bids and Contracts
Title

October 7, 2021   .
Date

COUNTY SCHOOL BOARD OF
HENRICO COUNTY, VIRGINIA
P.O. Box 90775
Henrico, VA 23273-0775

Oscar Knott   Digitally signed by: Oscar Knott
DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division
Date: 2021.10.14 14:29:33 -05'00'

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

October 14, 2021
Date

APPROVED AS TO FORM
Alyssa D Brown 10/14/21
ASSISTANT COUNTY ATTORNEY

EXHIBIT A
ATTACHMENT G
LICENSE AGREEMENT ADDENDUM

The County School Board of Henrico County, Virginia (the "**County**"), a Virginia public school division, and Houghton Mifflin Harcourt Publishing Company ("**Supplier**"), a Massachusetts Corporation, are this day entering into an agreement for the goods and services requested in Request for Proposal No. 21-2114-2EMF (the "**Agreement**") and, for their mutual convenience, the parties are using the standard form contract ("HMH Standard PreK-12 Terms of Purchase") provided by Supplier ("**Contract**"). This License Agreement Addendum ("**LAA**"), duly signed by the County and Supplier (each a "**Party**"), is attached to and made a part of the Agreement and the Contract by incorporation, and with the Agreement governs the use of any and all software licensed by the County under the Agreement (the "**Software**") and this LAA.

As used in this LAA, the term "**Contract**" means the Supplier's standard form contract and any and all exhibits and attachments thereto. The term(s) "**Customer**", "**You**" or "**you**" as used in the Contract and this LAA, means, as applicable, the County, or any of their officers, directors, agents or employees.

Supplier represents and warrants that it is a Massachusetts corporation authorized to do in business in Virginia. If Supplier is not a U.S.-based entity, Supplier maintains a registered agent and a certification of authority to do business in Virginia.

Supplier's Contract is generally acceptable to the County, with the exceptions noted in this LAA below. Despite the general acceptability of the Contract, certain standard clauses may appear in, or be incorporated by reference into, the Contract that cannot be accepted by the County. In consideration of the convenience of using Supplier's standard form contract without the necessity of specifically negotiating a separate contract document, the Parties specifically agree that any of the following provisions contained in the Contract are deemed void and will not have any effect and will not be enforceable against any Customer:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the Contract or requiring or permitting that any dispute under the Contract be resolved in any court other than the state courts located in Henrico County, Virginia;

2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by any Customer if the Contract is terminated before the end of its ordinary term;

3. Imposing any interest charge(s) contrary to that specified by § 2.2-4347 *et seq.* of the Code of Virginia;

4. Requiring the County to maintain any type of insurance for Supplier's benefit;

5. Granting Supplier a security interest in any property of the County;

6. Requiring the County to indemnify, defend, or to hold harmless Supplier for any act or omission;

7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference Tit. 8.01 of the Code of Virginia);

8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the Contract and in which the County is a named party;

9. Binding the County to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County to pay costs of collection or attorney's fees;

11. Requiring any dispute resolution procedure(s) other than those in accordance with § 2.2-4363 *et seq.* of the Code of Virginia;

12. Permitting Supplier to access any of the County's records or data, except pursuant to court order;

13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes;

14. Requiring the County to limit its rights or waive its remedies at law or in equity;

15. Bestowing any right, or incurring any obligation, that is beyond the duly granted authority of the undersigned representative of the County to bestow, or incur, on behalf of the County;

16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;

17. Limiting the liability of Supplier for property damage, death, or personal injury;

18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the Contract, or any of its rights and obligations under the Contract, to any entity without the prior written consent of the County, except as set forth in paragraph 39 below and except to third party service providers and subcontractors necessary to fulfill the Agreement;

19. Not complying with the contractual claims provision § 2.2-4363 of the Code of Virginia, which is also incorporated into this LAA and the Contract by reference;

20. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to the Contract only to the extent required by § 59.1-501.15 of the Code of Virginia;

21. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;

22. Requiring that the County waive its sovereign immunity or its immunity;

23. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;

24. Requiring or construing that any provision in this Contract conveys any rights or interest in the County's data to Supplier;

25. Requiring the use of foreign currency. The currency used for the Contract will be United States Dollars;

26. Obligating the County beyond approved and appropriated funding. All payment obligations from the County under the Contract are subject to receipt of necessary appropriations from the County's Board of Supervisors. In the event of non-appropriation of funds for the items under the Contract, the County may terminate, in whole or in part, the Contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. The County shall provide written notice to the Supplier as soon as possible after legislative action is completed. There will be no time limit for termination due to termination for lack of appropriations;

27. Permitting unilateral modification of the Contract by Supplier;

28. Permitting termination by Supplier of the Contract or the licenses granted pursuant to the Contract, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction;

29. Requiring or stating that the terms of the Supplier's standard form contract will prevail over the terms of this LAA in the event of conflict;

30. Renewing or extending the Contract beyond the term set forth in the Agreement or automatically continuing the Contract period from term to term;

31. Requiring that the Contract be "accepted" or endorsed by the home office or by any other officer subsequent to signing by an official of the County before the Contract is considered in effect;

32. Delaying the acceptance of the Contract or its effective date beyond the date of signing;

33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract;

34. Permitting modification or replacement of the Contract pursuant to any new release, update or upgrade of Software, or subsequent renewal of maintenance. If Supplier provides any material update or upgrade subject to additional payment, the County will have the right to reject such update or upgrade;

35. Requiring the purchase of a new release, update, or upgrade of Software, or subsequent renewal of maintenance, in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;

36.

37. Granting Supplier or an agent of Supplier the right to audit or examine the books, records, or accounts of the County; or

In addition to the provisions set forth above in this LAA, the Parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted under the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret, or other proprietary right of any third party.

39. Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to the third party so long as Supplier's assignee agrees in writing to be bound by the terms and conditions set forth in the Contract, and provided the third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia. Supplier may assign all or any of its rights and obligations to an affiliate of Supplier, provided Supplier remains liable for the affiliate's compliance with the terms and conditions set forth in this Contract

40. Supplier agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and actual costs, including reasonable attorneys' fees, to the extent the claim in any way relates to, arises out of or results from: (i) any negligent act, negligent omission, or intentional or willful conduct of any employee or subcontractor of Supplier, (ii) any breach of any representation, warranty or covenant of Supplier contained in the Contract and LAA, provided that any claims arising out of (i)-(ii) above are not also caused by the negligence, willful misconduct or material breach of the Agreement by County or by third parties beyond the control of Supplier, or (iii) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. The intellectual property indemnity provided herein shall not apply to the extent the alleged infringement arises from any use of the Software not in accordance with this Agreement or from any unauthorized modification of the Software by the County.

41. The County will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses that have been authorized by the County in advance. The travel-related expenses will be reimbursable at the County's then-current per diem rates.

42. The County may require that Supplier personnel submit to a criminal background check prior to performance of any services under the Contract.

43. Payments for license fees, including subscription fees, and support services are only authorized to be made to the Supplier pursuant to the Contract.

Together with the Agreement, the Contract and this LAA constitute the entire agreement between the Parties and may not be waived or modified except by written agreement between the Parties.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this License Agreement Addendum to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

Houghton Mifflin Harcourt Publishing Co.

County School Board of Henrico County, Virginia

By: _Lisa A. Jacobson_
    (Signature)

By: _Digitally signed by: Oscar Knott_
      DN: CN = Oscar Knott email = kno008@henrico.us C = US O = County of Henrico, VA OU = Department of Finance - Purchasing Division
      Date: 2021.10.14 14:30:31 -05'00'
    (Signature)

Name: Lisa Jacobson
      (Print)

Name: Oscar Knott
      (Print)

Title: Sr Director, Bids and Contracts

Title: Purchasing Director

Date: October 5, 2021

Date: October 14, 2021

APPROVED AS TO FORM

Alyssa B Brown 10/14/21
ASSISTANT COUNTY ATTORNEY

EXHIBIT B

HENRICO COUNTY PUBLIC SCHOOLS

DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective_____October_____,

_____11_, 2021, by and between Houghton Mifflin Harcourt Publishing Company, ("Vendor") and the

County School Board of Henrico County, Virginia ("School Board" or "HCPS") pursuant to HCPS's

use of Vendor's programs READ 180 Universal/System 44 NG English 3D with Writable Saxon Phonics &

Spelling.

I. DEFINITIONS

A. **HCPS Data**: HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.

B. **Data Breach**: The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by Vendor as part of a database of personal information regarding multiple individuals and that causes loss or injury to any HCPS constituent.

C. **System**: An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

II. DISCLOSURE OF HCPS DATA

A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this Agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:

B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;

C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or

D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

E.   The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

A.   Vendor shall only use, store, or access HCPS data:

1.   In accordance with, and only to the extent permissible under HCPS's use of the Services; and

2.   In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA).

B.   Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

C.   HCPS reserves the right to request a summary of non-proprietary security information from Vendor reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.

D.   If Vendor becomes aware that HCPS Data has been accessed, disclosed, or acquired without proper authorization and contrary towhat is necessary for Vendor to provide the Services, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within seventy-two (72) hours, and shall promptly take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to promptly correcting any Data Breach and shall devote such commercially reasonable resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon written request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor, with written notice, and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.

E.   If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event,

Vendor shall provide HCPS prompt assistance in HCPS's efforts to protect HCPS Data. Where Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

F.   Upon expiration or termination of HCPS's use of the Services, Vendor shall ensure that no Data Breach occurs and shall, upon thirty (30) day written notice from HCPS, follow industry standards as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with industry standards. Upon written request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.

G.   This Agreement shall survive as long as Vendor holds HCPS Data.

FOR HCPS: FOR VENDOR: **Houghton Mifflin Harcourt Publishing**

John B. Wack   Lisa Jacobson
_____   _____
Name   Name

John B. Wack   *Lisa a. Jacobson*
_____   _____
Signature   Signature

Chief Financial Officer   Sr Director, Bids and Contracts
_____   _____
Title   Title

10/11/2021   October 5, 2021
_____   _____
Date   Date

APPROVED AS TO FORM
Mary K Hart
_____
SR. Asst. COUNTY ATTORNEY

EXHIBIT C

HMH Standard PreK-12

Terms of Purchase

The following HMH Standard PreK-12 Terms of Purchase apply to the purchase of all HMH **Physical Products**, **Digital Products**, **Connected Products, Services** and **Pilots**. Additional terms and conditions may pertain to the use of specified platforms or products. In the event that HMH is an authorized licensor of any Digital Products owned by third parties, the Terms of Use and Privacy Policies associated with such third-party products may apply.

The **Privacy Policy for HMH PreK-12 Products** governs all HMH Products in relation to privacy matters and is incorporated herein.

GENERAL TERMS APPLICABLE TO ALL PRODUCTS

1. CONTRACT. The ordering or acceptance of any **Products** purchased from Houghton Mifflin Harcourt or its applicable subsidiaries or affiliates (collectively, "HMH") by any **Customer** shall constitute an agreement to these standard terms and conditions (the "General Terms"). These General Terms, together with any other applicable terms, as specified below, any terms and conditions published by HMH in the applicable HMH catalog, the **Order Document(s)** (if applicable to Customer's purchase) and/or any other terms and conditions, attachments or exhibits associated with the purchased Products (collectively, the "Terms") constitute the entire agreement between the parties relating to the subject matter hereof, except for any agreements, amendments, or waivers agreed to in writing by both HMH and Customer. Any contrary or inconsistent terms appearing on purchase orders, acknowledgments, or other documents of Customer or oral stipulations shall not be binding on HMH.

2. PURCHASE AUTHORIZATION; SOLVENCY. By ordering Products, Customer represents and warrants that it has complied with any and all of its own requirements necessary to authorize the purchase. Customer is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all Products. Further, by ordering and accepting delivery, Customer represents to HMH that Customer is solvent and will make payment in full when due for such Products in accordance with the applicable invoice. In the event that the Customer orders and/or accepts delivery of any Products while insolvent, HMH shall have the right to stop shipment of any and all Products en route and Customer shall immediately return all such Products actually received to HMH. Events which shall be deemed to establish Customer's insolvency include, but are not limited to, the filing of a bankruptcy petition by or against Customer and/or Customer's admission of its inability to pay its debts when due.

3. ACCEPTANCE, PRICES, CANCELLATIONS, AND TERMS. Orders are subject to acceptance and availability. HMH's list prices and other terms shown are subject to change without notice. HMH may make changes in quantities, casepacks, specifications, delivery schedules, method of shipment, and packaging, and may cancel or terminate work on any order for its own convenience, in whole or in part, by written or electronic notice at any time. Any changes to orders requested by Customer may be approved or rejected in HMH's sole and absolute discretion. In the event of any errors relating to the pricing or specifications of any Products, HMH shall have the right to refuse or cancel any orders in its sole discretion.

4. BILLING AND PAYMENT. All amounts owing from Customer to HMH with respect to any Products purchased from HMH are subject to timely payment due within thirty (30) days of the date set forth on HMH's invoice. Accounts must be current before subsequent deliveries will be made or Services will be delivered. Customer credit limits may be established and modified by HMH in its sole discretion. Past due accounts are subject to a one percent (1%) monthly finance charge. Unless a set-off or deduction is specifically provided for by HMH in a valid credit memo, Customer may not charge back to HMH or make any set-offs or deductions, including, but not limited to, set-offs or deductions for violations of customer shipping or routing guidelines and/or other promotional programs. HMH shall process any credit to Customer's account in accordance with HMH's standard practices and procedures. All claims relating to any delivery and/or applicable invoice and/or Products must be made in writing within 30 days of the date of the invoice. Any request for proof of delivery must be made within 30 days of the date of the invoice.

5. TAXES. Where appropriate, Customer shall provide HMH with a duly executed tax certificate indicating that such purchase is for exemption or resale, and listing Customer's sales tax registration number for each state into which HMH's Products will be delivered. HMH shall have no liability for any tax required to be billed, collected, and/or remitted by Customer as a result of sales of Products made by Customer, and Customer shall defend, indemnify, and hold harmless HMH against all losses, penalties, interest, and expense (including reasonable attorneys' fees) arising out of any claims relating to such liability for taxes. Where applicable, all prices and payments for Products are exclusive of all taxes, and Customer agrees to pay all applicable national, state and local sales, use, value-added and other taxes, customs duties and similar tariffs and fees, other than taxes imposed on HMH's net income.

6. SHIPPING; HANDLING; RISK OF LOSS. Unless otherwise expressly indicated on the face of an order, the shipping term for all deliveries is F.O.B. HMH's shipping point (whether to an HMH or third-party facility). Risk of loss and title is passed to Customer upon transfer of the Physical Products to the carrier. Shipping costs quoted are estimates and may vary from the actual costs. Unless otherwise agreed, the cost of shipping is calculated by taking the Physical Product price and adding 10.5%. Minimum charge is $10.00. HMH will ship Physical Products using its established methods of packing and transportation, except as otherwise instructed by Customer and agreed to by HMH. If Customer requires other packing or preparation, Customer will pay the additional costs. In the event that Customer requests to pick up its own deliveries of Physical Products by its

own carrier, Customer must pay 5% of the value of the order as a handling fee. In addition, the pickup must occur within 48 hours of confirming the date and time of pickup or HMH will ship and charge standard shipping and handling rates to a maximum of 10.5%. Customer assumes full liability for the materials upon freight leaving our distribution center dock.

7. REJECTION. Customer may, immediately on receipt of any incorrect titles or damaged or defective Products, or if Products are not as described, reject and return them to HMH, with authorization from HMH and at HMH's expense. Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products without HMH's authorization. Shortages, damaged Products or incorrect titles must be reported within thirty (30) days of delivery. In the event of a shortage, HMH shall ship the items or credit Customer's account for the shortfall. For damaged Products, HMH shall pick up the Products and issue an appropriate credit or ship replacement Products. For Products showing visible damage on the shipping carton, the carrier must note damages on the freight bill before accepting delivery. Merchandise damaged in transit must be reported to the carrier immediately. All original shipping cartons, packing slips, packing materials and damaged Products must be saved until they have been inspected or Customer's claim has been resolved.

8. RETURNS. Except for Products sold on a non-refundable basis, Customer may return, at Customer's risk and expense, purchased Products no later than six (6) months (or one month for home schools and individual customers) after the invoice date, in accordance with HMH's standard practices and procedures with pre-approval from HMH Customer Experience. Customer assumes, and shall bear and pay, all risks and expenses of returning any such Products. If Customer returns any Product that is damaged by Customer, used or otherwise ineligible for credit for any reason specified in our policy, HMH has the right to dispose of it without any further obligation, including, without limitation, notice, credit obligation or obligation to return it to the Customer.

9. MODIFICATION, DISCONTINUATION OR RECALL. HMH may update, enhance and/or expand the content, features and functionality of a Product and/or change the name and branding of a Product from time to time. In the event a Product is discontinued by HMH or is the subject of a recall by HMH during the term of HMH's contract with the Customer, HMH shall be responsible only for, at HMH's election: (a) supplying Customer with a revised or corrected versions of the Product; (b) substituting the Product with a new product in the same subject area and the same type, quality, condition and price or (b) providing a pro-rated credit to Customer that may be applied toward the purchase of other HMH Products in the amount of the costs paid by Customer to HMH for the use of such Product during the remaining term of HMH's contract.

10. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations applicable to the purchase of Products. Furthermore, Customer warrants that it shall comply with all applicable data privacy laws, including federal and state laws including but not limited to the Family Educational Rights and Privacy Act, including the Protection of Pupil Rights Amendment ("FERPA") and the Children's Online Privacy Protection Act ("COPPA"). Please see our **Privacy Policy for HMH PreK-12 Products**.

11. HMH'S INTELLECTUAL PROPERTY RIGHTS. The intellectual property contained in the Products (and any derivative works based on the Products) is confidential and/or proprietary information of HMH or its licensors and is protected by copyright, trademark, and other intellectual property laws. HMH, or its licensors, are the sole and exclusive owners and shall retain all right, title and interest in and to the Products, including without limitation all materials, software, documentation, training and implementation materials, methodology, all parts of presentations and other materials provided in connection therewith, related software code, specifications, documentation, technical information, copyrighted and other proprietary content, HMH trademarks and brands, information and other materials of HMH, its licensors and other third parties; as well as corrections, modifications, additions, improvements and enhancements to the foregoing (collectively, "HMH IP"); subject to the personal, nonexclusive license to use the HMH IP granted to Customer for its own non-commercial, incidental use as contemplated herein.

12. EQUAL OPPORTUNITY CLAUSE. HMH does not and Customer shall not engage in any discriminatory practices based on race, color, religion, sex, national origin, protected veteran status, or disability. To the degree they are applicable, the following provisions are incorporated herein by reference and are binding upon HMH and Customer as if set forth fully at length herein: 41 CFR 60-1.4, 60-250.4 and 60-300.5; and 41 CFR 60-741.4 and 60-741.5.

13. FORCE MAJEURE. HMH shall not be deemed in default of its obligations to Customer to the extent that performance of its obligations or attempts to cure any breach are delayed, cancelled, rescheduled or prevented by reason of any act of God, war, civil commotion, strikes, labor disputes, fire, natural disaster, accident, riots, acts of government, shortage of materials and supplies, or any other cause beyond its reasonable control.

14. INDEMNIFICATION. To the extent allowed by law and subject to the right of Customer to raise the defense(s) of sovereign governmental or qualified immunity against third party claims, Customer will indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach of these Terms or from improper, illegal or unauthorized use, distribution or operation of the Products.

15. DISCLAIMER OF WARRANTIES AND INDEMNITIES; LIMITATION OF LIABILITY. ALL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS, AND HMH EXPRESSLY EXCLUDES THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WHILE HMH DOES ITS BEST TO DESCRIBE EVERY PRODUCT OFFERED AS ACCURATELY AS POSSIBLE, HMH DOES NOT WARRANT THAT PRODUCTS, SPECIFICATIONS, PRICING, AND/OR OTHER CONTENT HMH PROVIDES ARE COMPLETE, ACCURATE, RELIABLE, CURRENT, OR ERROR-FREE. TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HMH AND ITS PARENT, AFFILIATES, SUCCESSORS AND ASSIGNS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, COSTS AND EXPENSES (INCLUDING REASONABLE OUTSIDE ATTORNEYS' FEES AND EXPENSES)

INCURRED IN DEFENDING ANY CLAIM, JUDGMENT OR PROCEEDING RELATING TO OR ARISING OUT OF: (I) CUSTOMER'S BREACH OR ALLEGED BREACH OF ITS REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND AGREEMENTS CONTAINED IN THESE TERMS; AND/OR (II) THE DISTRIBUTION, RESALE AND PROMOTION OF PRODUCTS BY CUSTOMER. HMH WILL HAVE THE RIGHT TO CONTROL THE DEFENSE AND SETTLEMENT OF ANY CLAIMS SUBJECT TO INDEMNIFICATION HEREIN. HMH SHALL HAVE NEITHER LIABILITY NOR RESPONSIBILITY TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, HMH'S FAILURE OR ALLEGED FAILURE TO FILL ORDERS BY CUSTOMER IN WHOLE OR IN PART. HMH DOES NOT GUARANTEE THAT ANY DIGITAL PRODUCTS WILL BE DELIVERED ERROR-FREE OR UNINTERRUPTED. HMH DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND DIGITAL PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. HMH SHALL NOT BE LIABLE FOR ANY DAMAGES TO COMPUTERS, COMMUNICATION SYSTEMS, DATA OR SERVICES THAT MAY ARISE AS A RESULT OF THE USE OF DIGITAL PRODUCTS. IN NO EVENT SHALL HMH BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER IN TORT, CONTRACT, STRICT LIABILITY, WARRANTY OR OTHERWISE, AND REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER DURING THE MOST RECENT TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

16. TERMINATION; EFFECT OF TERMINATION. HMH may terminate this Agreement upon the failure of Customer to comply with any of the Terms, at any time by giving Customer 30 days' prior written notice, specifying the breach upon which the notice is based. If Customer has not cured the breach to HMH's satisfaction within the notice period, this Agreement will terminate. HMH shall have, in addition to any other remedies available to it, the right to injunctive and other equitable relief to restrain action by Customer inconsistent with this Agreement, and Customer hereby acknowledges that other remedies are inadequate in such cases. Upon termination for any reason, HMH will disable access to any applicable Digital Products, including at the end of the **Subscription Term**. In addition, Sections 11, 14 through 18 and 20 shall survive any termination of this Agreement.

17. MODIFICATION AND SEVERABILITY. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of the Terms shall remain in force and in effect and be construed so as to best effectuate the intention of the parties. The waiver of one default shall not waive subsequent defaults of the same or different kind. HMH reserves the right to make changes to these Terms at any time.

18. JURISDICTION; VENUE; CHOICE OF LAW. THE STATE COURTS OF THE COMMONWEALTH OF MASSACHUSETTS SITTING IN SUFFOLK COUNTY AND, IF THE JURISDICTIONAL PREREQUISITES EXIST AT THE TIME, THE UNITED STATES DISTRICT COURT FOR MASSACHUSETTS SHALL HAVE THE SOLE AND EXCLUSIVE JURISDICTION TO HEAR AND

DETERMINE ANY DISPUTE OR CONTROVERSY ARISING UNDER OR CONCERNING THIS CONTRACT. THIS CONTRACT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, WITHOUT REFERENCE TO ITS PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT THAT FOR GOVERNMENTAL CUSTOMERS IN THE UNITED STATES THESE TERMS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE GOVERNMENT AGENCY CUSTOMER IS LOCATED.

19. EXPORT. Import duties, taxes and customs clearance fees relating to Products shipped outside the United States will be borne by Customer. Export laws and regulations of the United States apply to all Products. Customer agrees that export control laws govern its use of the Digital Products and related Services (including technical data) and any Digital Products deliverables provided to Customer by HMH, and Customer agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). For Products exported outside the United States, Customer agrees that it will not import or allow a third party to import such Products into the United States.

20. CONFIDENTIALITY. Customer acknowledges that in the course of providing Products under this Agreement, representatives of HMH may disclose certain confidential information to Customer. All concepts, work, materials, and related information disclosed to Customer by any person acting on behalf of HMH are proprietary and confidential information of HMH. Customer acknowledges this and agrees not to disclose any such concepts, work, material or related information to any other parties, or to make any use of the Products other than the use that is intended by HMH through its provision of the Products.

TERMS APPLICABLE TO DIGITAL PRODUCTS

In addition to the above General Terms applicable to all Products, the following terms are applicable to the purchase of Digital Products. In the event of a discrepancy between the General Terms and the Terms Applicable to Digital Products, the Terms Applicable to Digital Products shall apply.

1. SUBSCRIPTION TERM. Any subscription to Digital Products is for the price and time period or term listed in the applicable Order Document(s). If Customer wishes to extend any Subscription Term, a purchase order, change order, or amendment is to be negotiated for additional fees. If no commencement date for the Subscription Term to the Digital Products is specified in the applicable Order Document(s), the Subscription Term shall be deemed to commence on the date on which the Customer is granted access to the Digital Product as delivered by HMH, NOT upon Customer activation of the Digital Product, and shall continue until the end of the Subscription Term. Upon expiration or termination of the Subscription Term, Customer will no longer have permitted access to the Digital Product. In the event that HMH must discontinue access to a Digital Product prior to expiration of the Subscription Term, HMH shall provide a

pro-rated credit to Customer applicable toward the purchase of other HMH Products. Such pro-rated credit shall reflect the portion of the Subscription Term that remains unused as of the date of discontinuation of the Digital Product.

2. HOSTING. Any Digital Products purchased for a limited Subscription Term shall be hosted by or through HMH. HMH may choose to transition the hosting of a Digital Product to a different site or platform upon prior written notice to Customer. Any HMH Digital Products Customer wishes to self-host would be considered a separate transaction, and separate agreements and fees are to be negotiated. Self-hosted versions of many of HMH's Digital Products are not available for license. In the case of Digital Products that are self-hosted in whole or in part, upon expiration or termination of the applicable Subscription Term, Customer must immediately cease using the Digital Product, delete or destroy any copies of the Digital Product and, if requested, confirm to HMH that the Customer has complied with these requirements.

3. ALLOCATION OF LICENSES. HMH will provide Customer with the number of credentials with respect to Digital Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s).

4. LICENSE LIMITATIONS. Customer may not: (1) re-sell, rent or lease a Digital Product or any part of it; (2) copy any part of a Digital Product, except where specifically indicated otherwise or for back-up purposes; (3) reverse engineer, decompile or disassemble a Digital Product or the software through which it is delivered, or convert it into any other format or medium; (4) use more copies of a Digital Product, or deploy a Digital Product on more devices or at more sites, than are authorized by these Terms Applicable to Digital Products and the applicable Order Document(s), or (5) sub-license the Digital Products except as permitted by HMH.

5. SECURITY. Customer acknowledges that Digital Products may include security technology to ensure that they may only be used in accordance with the applicable license rights. Customer shall take all reasonable security measures to prevent unauthorized access to the Digital Products. Customer agrees to: (1) accept all responsibility for all activities that occur under user name(s) or password(s) used by Customer; and (2) immediately notify HMH of any unauthorized use of any password or account assigned to Customer, or any other breach of security or confidentiality thereof. In such event, HMH shall have the right, without limitation of any other rights under this Agreement, to terminate any such account or this Agreement in its entirety. In the event that Customer transmits **Customer Materials** to HMH outside of HMH's secure software (e.g. in association with the provision of any Services), Customer agrees to use a secure conduit (e.g., HTTPS) for the transmission of such Customer Materials. HMH shall have no obligation to monitor Customer Materials, but HMH reserves the right to do so and to remove or disclose any Customer Materials as necessary to satisfy any applicable law, regulation, legal process or governmental request, and HMH will use reasonable efforts to notify Customer reasonably in advance.

6. THIRD PARTY PRIVACY POLICIES. In connection with Customer's use of Digital Products owned and hosted by HMH, **Privacy Policy for HMH PreK-12 Products** shall apply. Please note that in some instances Digital Products are owned and hosted by third parties. In such cases, there may be other specific privacy policies that apply. In such

cases, you should refer to the applicable third-party privacy policy for that Digital Product(s).

TERMS APPLICABLE TO CONNECTED PRODUCTS

In addition to the General Terms and Terms Applicable to Digital Products that may apply to individual components of the Connected Products, the following terms apply to HMH Connected Products. In the event of any conflict, the Terms Applicable to Connected Products shall apply.

1. CONNECTED PRODUCTS. The Connected Products consists of the HMH program products, professional development services and classroom materials offered by HMH through its platform(s), or otherwise delivered to the Customer, solely in the formats identified in the Order Document(s). Customer understands and agrees that certain content of the Connected Products may be updated or substituted on an ongoing basis in the discretion of HMH. In addition, the Customer may add other Products and Services to the Order Documents, at the applicable HMH price, and all such additional Products and Services shall be governed by these terms and other applicable HMH terms and conditions.

2. LICENSE. Subject to the General Terms and Terms Applicable to Digital Products, HMH hereby grants Customer a limited, non-exclusive, non-sublicensable and non-transferable right to access the Connected Products as identified on the applicable Order Document(s), solely for educational purposes and solely in connection with the Customer's school/district. HMH will provide Customer with the number of credentials with respect to the Connected Products equal to the number of students, teachers or administrators licensed by Customer under the applicable Order Document(s). Teacher licenses can be used by multiple instructors in good faith, in the same school/district so long as such teacher licenses maintain a customary classroom teacher-to-student ratio (i.e. the number of teacher licenses purchased is substantially in proportion to the number of student licenses purchased by the Customer). Any rights not expressly granted by HMH in this Agreement are expressly reserved to HMH. The Subscription Term is for the period of years specified in the applicable Order Document(s) and paid for by Customer. This Subscription Term shall be effective upon the date set forth in the Order Document(s), provided that, if no such commencement date is specified, the Subscription Term shall be deemed to commence on the earliest date on which the applicable product is first accessed or used by Customer and shall continue until the end of the Subscription Term. For a multi-year Subscription Term, Customer shall be permitted to re-allocate the licensed credentials to different grade levels of the same HMH program, so long as the total number of licensed users is not exceeded for the same Subscription Term during the same academic year.

3. EMBEDDED SERVICES. Subject to the General Terms, HMH will provide the then standard embedded professional development services to Customer as HMH makes available with the Connected Products Subscription. In addition, Customer may engage

HMH to provide additional training, coaching or other professional development in association with the Connected Products.

TERMS APPLICABLE TO SERVICES

In addition to the General Terms, the following terms apply to the purchase of Services. In the event of a discrepancy between the General Terms and the Terms Applicable to Services, the Terms Applicable to Services shall apply.

1. PURCHASE ORDER. At least thirty (30) days prior to the first date of Services, Customer shall provide HMH with a purchase order. If Customer's purchase practice is not to provide a purchase order, Customer agrees that it shall sign a Services Agreement or contract and make prompt payment under the terms set forth herein for all Services delivered to Customer by HMH.
2. LOGISTICS. No less than thirty (30) days before a Services Date, Customer shall provide to HMH the following information: shipping address for materials, the address and other pertinent details (e.g., room number) of Services delivery sites, and the number of participants for each day of Services to be delivered. HMH reserves the right to charge Customer expedited shipping charges if additional shipping or handling charges are incurred by HMH, or to reschedule the Services without penalty, as a result of Customer's failure to provide the necessary information within this timeframe.
3. SCHEDULING, RESCHEDULING AND CANCELLATION. The scheduling of Services to be delivered on specified dates ("Services Dates") shall be outlined in the purchase order or agreement. Services to be delivered on dates to be determined ("TBD Dates") must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact HMH at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. HMH cannot guarantee availability of dates for specific consultants.
   a. DATE CHANGES/RESCHEDULING.
      1. Services Dates, once scheduled, may be changed only upon the mutual agreement of HMH and the Customer. In addition to rescheduling fees, as set forth below, any change to the dates or the type of Services herein may change the fees that will be charged.
         i. Any date change requests must be received by HMH from the Customer no less than thirty (30) days prior to the scheduled Services Date. All rescheduled Services Dates must be delivered within twelve (12) months of HMH's receipt of the purchase order or other agreement. All rescheduled Services Dates not consumed within twelve (12) months will be forfeited by the Customer and no refund of any prepaid fees shall be given.
         ii. For any Services Date changes made at any time by Customer for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection

with preparation for providing the Services (e.g., travel already booked).

    b. CANCELLATIONS/DEFAULT.

        1. Customer may cancel Services without incurring any cancellation fee prior to the scheduling of a Services Date by providing HMH no less than thirty (30) days' written notice prior to the Services Date.

        2. Cancellations received from Customer less than thirty (30) days prior to the Services Date shall result in payment by Customer of a cancellation fee of 50% of the fees for the cancelled Services. Cancellations received from Customer less than seven (7) days in advance of the Services Date shall result in payment by Customer of a cancellation fee of 75% of the fees for the cancelled Services.

        3. Cancellations received from Customer less than 24 hours prior to the Services Date, or if Customer is absent from the scheduled Service ("no-show"), shall result in payment by Customer of a cancellation fee of 100% of the fees for the cancelled Services.

        4. If a cancellation involves more than one Service Date, any cancellation fees shall be prorated accordingly. In all cases, Customer shall pay for any Services actually delivered.

        5. For any cancellation of Services Dates at any time for any reason, Customer shall reimburse HMH 100% of any out-of-pocket travel or other ancillary costs spent by HMH in connection with preparation for providing the Services in accordance with this Agreement (e.g., travel already booked).

4. PROHIBITION ON REPRODUCTION. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced or distributed without the prior written consent of HMH. Participants may be asked to leave if they engage in this activity and will be required to delete any unauthorized recordings.

TERMS APPLICABLE TO PILOTS

In addition to all of the above Terms, where Pilots are permitted by applicable law and otherwise available, the following terms are applicable to the Pilots. In the event of a discrepancy, the Terms Applicable to Pilots shall apply.

1. CONSIDERATION. In partial consideration of its participation in the Pilot, Customer agrees to cooperate with HMH's efforts to gather data (including but not limited to performance, usage, and other data at the building, grade, teacher and student levels), testimonials and other information relating to the Pilot. HMH may meet with the Customer to review success data and other information obtained in connection with the Pilot or from the use of Products in the Pilot ("Pilot Materials"). Customer agrees that de-identified or anonymized data and other information may be quoted, reproduced and otherwise used in any manner whatsoever, including without limitation, in Product

development, Product improvement, demonstration of Product efficacy, white papers or research studies.

2. PILOT MATERIALS. Pilot Materials shall be provided in limited quantities as specified in the Pilot Proposal and only for the duration of and otherwise within the scope of the Pilot. Participation in the Pilot shall not thereby entitle Customer to participation in future pilots or additional access to Pilot Materials or to other instructional materials.

3. OWNERSHIP. To the fullest extent permitted by law, where the Customer does not share in the funding of the Pilot, HMH retains ownership of all Pilot Materials. HMH also retains all right, title and interest in and to any Pilot Materials consisting of software licensed to the Customer for the limited period of the Pilot. In the event that the HMH program relating to the Pilot is selected and purchased by Customer at the end of the Pilot, Customer will have the option to purchase or license the Pilot Materials on terms to be negotiated between HMH and Customer. Where the Customer does not share in the funding of the Pilot, and the piloted HMH program is NOT selected by the Customer at the end of the Pilot, Customer shall discontinue use of all Pilot Materials provided under license and return such Pilot Materials to HMH (and HMH is entitled to terminate access to or collect all Pilot Materials owned by HMH at its discretion). Customer is not permitted to resell any Pilot Materials.

4. DAMAGE AND/OR LOSS. Customer is responsible for any damage or loss to HMH owned Pilot Materials during the Pilot.

5. TERMINATION. Where Customer has not participated in the funding of the Pilot, HMH may terminate the Pilot at any time upon thirty days prior written notice to Customer.

DEFINITIONS

The following terms used throughout this agreement, whether used in the singular or plural, shall have the meanings set forth herein.

a. "Connected Product(s)" means Physical Products, Digital Products and Services specifically labelled as part of HMH's "Connected Teaching System."

b. "Customer" means the legal entity identified on the purchasing or registration materials. For purposes of this Agreement, Customer includes affiliates specifically listed in a purchase order or in other purchasing or registration materials. Such affiliates agree to be bound by the terms of this Agreement. Customer is responsible for compliance with the terms of this Agreement by all affiliates, subsidiaries and subdivisions purchasing Products hereunder.

c. "Customer Materials" means the materials, data and information belonging to a Customer and provided to HMH, either directly or by granting HMH access to Customer's files/systems, for the purpose of using an HMH Product.

d. "Digital Product(s)" means non-tangible, digital versions of Products, whether licensed on a fixed, perpetual or subscription term.

e. "Order Document(s)" means the HMH cost proposal or HMH quotation and order form.

f. "Physical Product(s)" means any Product versions that are not Digital Products, including printed books, other printed materials, and the physical media (CDs, DVDs, videos, other

audio/ video/multimedia products) that carry copies of any Digital Product(s) delivered to Customer, and any other physical copies of Products.

g. "<u>Pilot</u>" means the paid or unpaid, full or partial access to Products for a specific, limited period of time for evaluation and trial of the Product prior to Customer's decision on whether or not to purchase the Product in full. Pilots are generally of short-duration and for limited Product in order for a Customer to evaluate how a full-scale implementation of Products will work in practice. Ownership of the Product remains with HMH unless and until full purchase of the Pilot Materials, as hereinafter defined, is completed.

h. "<u>Product(s)</u>" collectively refers to all HMH Physical Products, Digital Products, Connected Products, Pilots and Services.

i. "<u>Services</u>" means professional development services delivered personally to the Customer either , in person or on site as specified in the purchase order or other ordering documents or statement of work(s), which may include training, professional development, coaching, consulting, conferences, courses, "Getting Started" and implementation training, and software implementation, for Customer as agreed to by the parties, under this Agreement.

j. "<u>Subscription Term</u>" means the license term for the subscription to a Digital Product.

For Terms of Purchase specific to Resellers, please visit: hmhco.com/reseller-terms-and-conditions

Privacy Policy

If you are located in the European Economic Area ("EEA") or Switzerland, this Privacy Policy does not apply to you. [Please click here for HMH's Privacy Policy (GDPR)](#).

Last Updated: April 4, 2019

This privacy policy governs the use of any online service location (e.g., web site or mobile app) that posts a link to this Privacy Policy.

To learn about our information practices with respect to children under the age of 13, see below, and with respect to our Pre-K–12 educational products, see the [Privacy Policy for Pre-K-12 Products](#).

Overview

You should read this entire Privacy Policy, but here is a partial list of some of the key topics that are explored in greater detail throughout the Privacy Policy. The summaries and headings are for convenience only and the full provisions govern. Capitalized terms have the meanings given to them where defined in the Privacy Policy.

- See below for a summary of each section of the Privacy Policy. Full details for each topic are below.
- We ask you for, and use technology to collect or store information about you. Some of this information may be shared with others, including advertisers.
- Third parties, including advertisers and advertising service providers, may collect information about you. Their privacy policies, not ours, govern their practices.
- You may be served with targeted advertising, including location-based advertising, which tracks your activities to better send you relevant ads. For more on advertising click, see below.
- Our mobile apps may include tracking such as for location-based features, which track your geo-location. This may be optional for some apps and may be controlled through the permissions settings. For any app you can terminate tracking features by uninstalling the app.
- You consent to our practices detailed in this Privacy Policy. To prospectively change your consent, terminate your account, stop using the Service and uninstall any downloads and apps.

Introduction

Welcome! You have arrived at an online service location (e.g., web site or mobile app) that is owned and/or operated by Houghton Mifflin Harcourt Publishing Company (collectively, "**HMH**," "**we**," "**our**" or "**us**"). This "Privacy Policy" governs your use of any online service location (e.g., web site or mobile app) that posts a link to this Privacy Policy (each a "**Site**") (including, without limitation, both mobile and online versions of the Site). It also applies to your use of interactive features, widgets, plug-ins, applications, content, downloads and/or other services that: (i) we own and control and make available through a Site; or (ii) that posts a link to the Privacy Policy (collectively with each Site, the "**Service**"). It applies regardless of how you access or use the Service, whether via personal computers, mobile devices or otherwise. It does not apply to data we receive from third parties except to the extent we combine such data with Personal Information (defined below) that we have ourselves collected under this Privacy Policy. Our statements under this Privacy Policy only apply to our privacy practices on the Service, and do not apply to any third parties that may independently interact with our Service.

This Privacy Policy does not apply to our data collection activities offline or otherwise outside of our Service (unless otherwise stated below). To the extent we provide you notice on our Service of different or additional privacy policies or practices (e.g., at the point of our collection), those additional terms shall govern such data collection and use. Due to the diverse nature of our businesses, companies within the Houghton Mifflin family of companies may have different privacy policies. In such cases, the privacy policy of the particular company or business unit will be posted, and will supersede the terms of this Privacy Policy in the event of a conflict.

In addition, please review the [Service's Terms of Use](), which govern your use of the Service. By using our Service, you consent to our Privacy Policy and Terms of Use and our collection, use and sharing of your information and data, and other activities, as described below.

Privacy Policy Summary

It is important that you read and understand the entire Privacy Policy before using the Service. To ease review, each section below contains a brief introductory summary and a link to the details. Capitalized terms that appear in but are not otherwise defined in the introduction are intended to have the meanings given to them elsewhere in the Privacy Policy.

1. **[What Information Does the Service Collect?]()**
   We collect and receive information about you as you interact with our Service.
   a. [Information You Provide To Us]()
      We may collect certain Personal Information and Demographic Information that you provide to us when you interact with the Service. For example, we may collect this information through various forms and in various places on the Service, including newsletter registration forms, through "contact us" forms, or when you otherwise interact with the Service.

b. [Information We Collect and Store As You Access and Use the Service](#)
We may collect or store certain information about you automatically when you access and use the Service by using various Tracking Technologies.

c. [Information Third Parties Provide About You](#)
We may obtain information about you from third parties.

d. [Interactions with Third-Party Sites](#)
If you interact with third-party sites, such as using Facebook Connect to log in, those sites may send us information about you, and you or we may send them information about you.

e. [Information You Provide About a Third Party](#)
You may provide us information about others, such as when you send a friend a message. If so, the information you provide (names, e-mail addresses, mobile number, etc.) may be used to facilitate the communication, but will not be used for other marketing purposes unless your friend provides us with their consent. You may be identified to the friend in connection with such message.

2. **[How Do We Use The Information Collected?](#)**
We use your Personal Information, Demographic Information and Usage Information for a variety of purposes.

   a. [General](#)
   We may use your Personal Information, Demographic Information and Usage Information: (1) to provide you with information or services; (2) to enable you to participate in a variety of the Service's features; (3) to process your registration with the Service; (4) to improve the Service; (5) to contact you with regard to your use of the Service; (6) for internal business purposes; and (7) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy.

   b. [Tracking Technologies](#)
   We may use various Tracking Technologies to collect or store your Usage Information based on your Device Identifier for a variety of purposes, including tracking, targeting, and advertising. You can avoid such tracking by not using the Service. You also have certain other choices regarding tracking and/or targeting.

3. **[How and When Do We Disclose Information To Third Parties?](#)**
We may provide your information to third parties under various circumstances.
These may include:

   a. [When You Request Information From or Provide Information to Third Parties](#)
   If you request information from third parties, request that we send information to third parties or interact with third-party sites, content, ads or tools (including Facebook and other third-party share functionality) we may share your information with such parties and/or they may collect your information directly. This may also include ordering or purchasing products from third parties through us where we indicate that the third party rather than us is the seller.

   b. [Third Parties Providing Services on Our Behalf](#)
   Our vendors may collect your information on our behalf or we may share it with

them so that they may provide services to us. You may have certain choices regarding use by the vendor beyond for providing services to us.

    c. [Administrative and Legal Reasons](#)
There are a variety of administrative and legal reasons for which we may share your information.

    d. [Affiliates and Business Transfer](#)
We may share your information with our Affiliates, or in the event of a sale, merger or similar transaction subject to applicable law; provided, however, we will give you the ability to exercise choice with respect to our sharing of your Personal Information with our Affiliates for their marketing purposes.

    e. [Co-Branded Areas](#)
Co-Branded areas may include information collection by us and third parties. Such third-parties' privacy policies, not ours, govern their practices.

    f. [Sweepstakes, Contests and Promotions](#)
Promotions entrants may be required to consent to certain information sharing.

    g. [Multi-User Accounts](#)
Portions of the Service may permit access through multi-user accounts. If so, and if you use the Service under a multi-user account, your Service activities and related information may be made available to others such as other account holders, the master account holder and/or a license manager.

    h. [EEOC / Affirmative Action Reporting](#)
Certain employment application self-identifying information (e.g., race and gender) may be shared with the government and other third parties.

4. **[What About Information I Disclose Publicly Or To Others?](#)**

    a. [User-Generated Content and Public Information](#)
Posting content in public or semi-public areas of our Service makes it available to others on and off of our Service.

    b. [Name and Likeness](#)
You grant us the right to use your name and likeness in connection with your posting and activities.

    c. [Profiles](#)
You may have the opportunity to create profiles, which may from time-to-time include profile settings you can use to make display choices.

5. **[Do Third-Party Content, Links to Third-Party Site(s) and/or Third-Party Apps Appear on the Service?](#)**
We may allow you to access third-party content on the Service, or to link to third-party applications and locations from the Service, but we are not responsible for your interaction with third-party content, apps, and locations.

6. **[Ads and Information About You](#)**
We and third parties may send you ads on and off of the Service, including targeted ads based on your location, information and/or behavior. Certain options are available to limit behavioral ads.

7. **[How Do I Change My Information and Communications Preferences?](#)**
You may change certain account information and preferences.

8. **[What Should Parents Know About Children?](#)**
   Most aspects of our Services are intended for a general audience and not children. We may have specially designated Sites and subsections of Sites for children, where we take special precautions to comply with applicable laws and self-regulatory programs regarding children's advertising and privacy. In either case, we do not intend to collect Personal Information from children absent verified parental consent or as otherwise allowed by law. If you think we have, let us know.
9. **[What About Security?](#)**
   No data security is absolute, but we take reasonable technical, physical and administrative steps to secure data appropriately.
10. **[What About Changes To The Privacy Policy?](#)**
    We may change this Privacy Policy upon posting of a revised Privacy Policy. However, we will continue to treat your Personal Information under the terms of the privacy policy in effect when it was collected unless you otherwise consent.
11. **[Who Can I Contact?](#)**
    You can contact us for more information about the manner in which we or our service providers collect, use, disclose and otherwise manage your Personal Information, or to access, update or correct your Personal Information in our custody and control.

The Full Detailed Privacy Policy

1. **What Information Does the Service Collect?**
   a. **Information You Provide To Us**
      Personal Information and Demographic Information. On the Service, we may ask you to provide us with certain categories of information such as: (1) personally identifiable information, which is information that identifies you personally, such as your first and last name, e-mail address, mailing address, and payment information including credit card number ("**Personal Information**"); and (2) demographic information, such as information about your gender, children, occupation, education level, and grades you work with if you are a professional educator ("**Demographic Information**"). We may collect this information through various forms and in various places on the Service, including account registration forms, contact us forms, at checkout when ordering products, or when you otherwise interact with the Service. To the extent we combine the non-personally identifiable Demographic Information with the Personal Information we collect directly from you on the Service, we will treat the combined data as Personal Information under this Privacy Policy.
   b. **Information We Collect or Store As You Access and Use the Service**
      In addition to any Personal Information or other information that you choose to submit to us via our Service, we and our third-party service providers may use a variety of technologies that automatically (or passively) collect or store certain information when you visit or interact with the Service ("**Usage Information**"). This Usage Information may be stored or accessed using a variety of technologies that may be downloaded to your personal computer, laptop, tablet or mobile

phone (a "**Device**") when you visit or interact with our Service. Usage Information may be non identifying or may be associated with you. To the extent we associate Usage Information with your Personal Information, we will treat it as Personal Information. This Usage Information may include:

- your IP address, UDID or another unique identifier ("**Device Identifier**"). A Device Identifier is a number that is automatically assigned to your Device used to access the Service, and our computers identify your Device by its Device Identifier;
- your Device functionality (including browser, operating system, hardware, mobile network information);
- the URL that referred you to our Service;
- the areas within our Service that you visit and your activities there, including remembering you and your preferences;
- your Device location;
- your Device characteristics; and
- certain other Device data, including the time of day, among other information.

We may use various methods and technologies to collect or store Usage Information ("**Tracking Technologies**"). Tracking Technologies may set, change, alter or modify settings or configurations on your Device. A few of the **Tracking Technologies** include, without limitation, the following (and subsequent technology and methods later developed):

Cookies. A cookie is a data file placed on a Device when it is used to visit the Service. A Flash cookie (or locally shared object) is a data file placed on a Device via the Adobe Flash plug-in that may be built-in to or downloaded by you to your Device. HTML5 cookies can be programmed through HTML5 local storage. Unlike Flash cookies, HTML5 cookies do not require a plug-in. Regular cookies may generally be disabled or removed by tools that are available as part of most commercial browsers, and in some but not all instances can be blocked in the future by selecting certain settings. Each browser you use will need to be set separately and different browsers offer different functionality and options in this regard. Also, these tools may not be effective with regard to Flash cookies or HTML5 cookies. For information on disabling Flash cookies go to Adobe's web site www.adobe.com. *Please be aware that if you disable or remove cookies, Flash cookies, or HTML5 cookies on your Device, some parts of our Service may not function properly, and that when you revisit our Service your ability to limit cookies is subject to your browser settings and limitations.*

Web Beacons. Small graphic images or other web programming code called web beacons (also known as "1x1 GIFs" or "clear GIFs") may be included in our Service's pages and messages. Web beacons may be invisible to you, but any electronic image or other web programming code inserted into a page or e-mail

can act as a web beacon. Web beacons or similar technologies may be used for a number of purposes, including, without limitation, to count visitors to the Service, to monitor how users navigate the Service, to count how many e-mails that were sent were actually opened or to count how many particular articles or links were actually viewed.

Embedded Scripts. An embedded script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third-party service provider, is active only while you are connected to the Service, and is deactivated or deleted thereafter. ETag, or entity tag. A feature of the cache in browsers. It is an opaque identifier assigned by a web server to a specific version of a resource found at a URL. If the resource content at that URL ever changes, a new and different ETag is assigned. Used in this manner ETags are a form of Device Identifier. ETag tracking may generate unique tracking values even where the consumer blocks HTTP, Flash, and/or HTML5 cookies. For information on why and how we use Tracking Technologies, see below.

c. **Information Third Parties Provide About You**
    We may receive information about you from your friends, colleagues and others that use the Service, such as when they submit content to us or post on the Service. Additionally, we may, from time to time, supplement the information we collect directly from you on our Service with outside records from third parties. We do this for various purposes, including to enhance our ability to serve you, to tailor our content to you and to offer you opportunities that may be of interest to you. To the extent we combine any information we receive from those sources with Personal Information we collect on the Service, it will be treated as Personal Information and we will apply this Privacy Policy to such combined information, unless we have disclosed otherwise. In no other circumstances do our obligations under this Privacy Policy apply to information we receive about you from third parties.

d. **Interactions with Third-Party Sites**
    The Service may include functionality that allows certain kinds of interactions between the Service and your account on a third-party web site or application. The use of this functionality may involve the third-party operator providing certain information, including Personal Information, to us. For example, when you register with the Service, you may have an option to use your Facebook, Google or other account information provided by a third-party site or application to facilitate the registration and log-in or transaction process on the Service, or otherwise link accounts. If we offer and you choose to use this functionality to access our Service, the third-party site or application may send Personal Information about you to the Service. If so, we will then treat it as Personal Information under this Privacy Policy, since we are collecting it as a result of your

accessing of and interaction on our Service. In addition, we may provide third-party sites' interfaces or links on the Service to facilitate your sending a communication from the Service. For example, we may use third parties to facilitate emails, tweets or Facebook postings. These third parties may retain any information used or provided in any such communications or other activities and these third parties' practices are not subject to our Privacy Policy. We may not control or have access to your communications through these third parties. Further, when you use third-party sites or services, you are using their services and not our services and they, not we, are responsible for their practices. You should review the applicable third-party privacy policies before using such third-party tools on our Service.

e. **Information You Provide About a Third Party**

You may send someone else a communication from the Service, such as sending an invitation to a friend or family member. Please ensure that you only send such communications to friends and family once you have their permission. If so, the information you provide (e.g., names, e-mail addresses, mobile number, etc.) will be used to facilitate the communication and is not used by us for any other marketing purpose unless we obtain their consent or we explicitly say otherwise. Please be aware that when you use any send-to-a-friend functionality on our Service, your e-mail address, mobile number, name or user name and message may be included in the communication sent to your addressee(s). Some of these tools may be third-party tools subject to third-party privacy policies as further detailed in Section 1(d) and Section 5. You should check the third-party web sites to confirm how your information is collected and used.

2. **How Do We Use The Information Collected?**

a. **General**

We may use your Personal Information, Demographic Information or Usage Information that is subject to this Privacy Policy: (1) to provide you with information or services or process transactions that you have requested or agreed to receive including to send you emails and electronic newsletters, or to provide you with special offers or promotional materials on behalf of us or third parties; (2) to enable you to participate in a variety of the Service's features; (3) to process your registration with the Service, including verifying your information is active and valid; (4) to improve the Service or our other products and services, to customize your experience on the Service, or to serve you specific content that is relevant to you; (5) to contact you with regard to your use of the Service and, in our discretion, changes to the Service and/or Service's policies; (6) for internal business purposes such as troubleshooting, data analysis, testing, research and service improvement; and (7) for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy. Please note that information submitted to the Service via a "contact us" or other similar function may not receive a response; we will not use that information so provided to contact you for marketing or any other purposes unrelated to your inquiry unless you agree otherwise.

b. **Tracking Technologies**

We may use Tracking Technologies for a variety of purposes, including:

Strictly Necessary. We may use cookies or other Tracking Technologies that we consider are strictly necessary to allow you to use and access our Service, including cookies required to prevent fraudulent activity, improve security or allow you to make use of shopping cart functionality.

Performance Related. We may use cookies or other Tracking Technologies that are useful in order to assess the performance of the Service, including as part of our analytic practices or otherwise to improve the content, products or services offered through the Service.

Functionality Related. We may use cookies or other Tracking Technologies that are required to offer you enhanced functionality when accessing the Service, including identifying you when you sign in to our Service or keeping track of our specified preferences, including in terms of the presentation of content on our Service.

Targeting Related. We may use Tracking Technologies to deliver content, including ads, relevant to your interests on our Service and third-party sites based on how you interact with our advertisements or content. This includes using Tracking Technologies to understand the usefulness to you of the advertisements and content that have been delivered to you. Further information on this, and your opt-out choices, is found in Section 6 below.

We obtain your consent to our information storage or collection Tracking Technologies by providing you with transparent information in our Privacy Policy and providing you with the opportunity to make a choice to disable cookies as set forth above in Section 1(b). If you decide not to accept cookies from the Service, you may not be able to take advantage of all the features on the Service. There may be other Tracking Technologies now and later devised and used by us in connection with the Service. Further, third parties may use Tracking Technologies with our Service. We may not control those Tracking Technologies and we are not responsible for them. However, you consent to potentially encountering third-party Tracking Technologies in connection with use of our Service and accept that our obligations under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties. For more information on advertising and advertisers, and related Tracking Technologies and choices regarding them, see below.

3. **How and When Do We Disclose Information To Third Parties?**

We may share any non-Personal Information, such as aggregated user statistics, with third parties. We may share your Device Identifiers with third parties along with data related to you and your activities. We do not share your Personal Information that we have collected from you on our Service with third parties for those third parties' direct marketing purposes unless you consent to such sharing at the time you provide your Personal Information. In addition, we may share the information we have collected about you, including Personal Information, as disclosed at the time you provide your information and as described below or otherwise in this Privacy Policy.

a. **When You Request Information From or Provide Information to Third Parties.**
   You may be presented with an option on our Service to receive certain information and/or marketing offers directly from third parties or to have us send certain information to third parties or give them access to it. If you choose to do so, your Personal Information and other information may be disclosed to such third parties and all information you disclose will be subject to the third-party privacy policies and practices of such third parties. In addition, third parties may store, collect or otherwise have access to your information when you interact with their Tracking Technologies, tools, content or apps on our Service or link to them from our Service. This may include using third-party tools such as Facebook, Twitter, Pinterest, Google+ or other third-party posting or content sharing tools. We are not responsible for the privacy policies and practices of such third parties and, therefore, you should review such third-party privacy policies and practices of such third parties prior to requesting information from or otherwise interacting with them.

b. **Third Parties Providing Services on Our Behalf.**
   We may use third-party vendors to perform certain services on behalf of us or the Service, such as hosting the Service, designing and/or operating the Service's features, tracking the Service's activities and analytics, and enabling us to send you special offers or perform other administrative services. This may include content provided or operated by, in whole or in part, third parties. We may provide these vendors with access to user information, including Device Identifiers and Personal Information, to carry out the services they are performing for you or for us. However, we require them to safeguard your Personal Information and not to use your Personal Information for their own purposes without your express consent. In addition, third-party analytics service and other providers may set and access their own Tracking Technologies on your Device and they may otherwise collect or have access to your personal Information. We are not responsible for those third-party technologies or activities arising out of them. However, some may offer you certain choices regarding their practices, and information we have been informed of regarding such choices is available below.

c. **Administrative and Legal Reasons.**
   To the fullest extent permitted by applicable law, we may also disclose your information if we believe in good faith that doing so is necessary or appropriate to: (i) protect or defend the rights, safety or property of us or third parties (including through the enforcement of this Privacy Policy, our Terms of Use, and other applicable agreements and policies); or (ii) comply with legal and regulatory obligations (e.g., pursuant to law enforcement inquiries, subpoenas or court orders). To the fullest extent permitted by applicable law, we have complete discretion in electing to make or not make such disclosures, and to contest or not contest requests for such disclosures, all without notice to you.

d. **Affiliates and Business Transfer.**
   We may share your information, including your Device Identifiers and Personal

Information, Demographic Information and Usage Information with our parent, subsidiaries and affiliates ("**Affiliates**"), subject to applicable law; provided, however, we will give you the ability to exercise choice with respect to our sharing of your Personal Information with our Affiliates for their marketing purposes. We reserve the right to disclose and transfer all such information: (i) to a subsequent owner, co-owner or operator of the Service or applicable database; or (ii) in connection with a merger, consolidation, restructuring, the sale of substantially all of our interests and/or assets or other corporate change, including, during the course of any due diligence process.

e. **Co-Branded Areas.**
Certain areas of the Service may be provided to you in association with third parties ("**Co-Branded Areas**") such as sponsors, schools and educational organizations and may require you to disclose Personal Information to them. Such Co-Branded Areas will identify the third party and indicate if they have a privacy policy that applies to their collection and use of you information. If you elect to register for products and/or services, communicate with such third parties or download their content or applications, at Co-Branded Areas, you may be providing your information to both us and the third party. Further, if you sign-in to a Co-Branded Area with a username and password obtained on the Service, your Personal Information may be disclosed to the identified third parties for that Co-Branded Area. We are not responsible for such third party's data collection or practices and you should look to such third-party privacy policies for more information.

f. **Sweepstakes, Contests and Promotions.**
We may offer sweepstakes, contests, and other promotions (any, a "**Promotion**") through the Service that may require registration. By participating in a Promotion, you will be required to agree to official rules that govern that Promotion at the time of entry, which may contain specific requirements of you, including, allowing the sponsor of the Promotion to use your name, voice and/or likeness in advertising or marketing associated with the Promotion. If you choose to enter a Promotion, Personal Information may be disclosed to third parties or the public in connection with the administration of such Promotion, including, in connection with winner selection, prize fulfillment, and as required by law or permitted by the Promotion's official rules, such as on a winners list.

g. **Multi-User Accounts.**
Portions of the Service may be accessible through multi-user accounts. If so, and if you are using the Service under a multi-user account, your use may be subject to Additional Terms. In addition, your Service activities and related information may be made available to other account users, the master account holder and/or license manager.

h. **EEOC / Affirmative Action Reporting.**
In conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission ("**EEOC**"), the Office of Federal Contract Compliance Programs ("**OFCCP**") and similar state and local regulatory agencies, we may ask

you to provide us with self-identifying information (such as veteran status, gender and ethnicity). Providing such self-identifying information is voluntary, but if you do provide us with such information, we may submit that information, to the EEOC, the OFCCP and similar state and local regulatory agencies or otherwise use or disclose it for business-related purposes, including, without limitation, responding to information requests, fulfilling regulatory reporting requirements and defending against employment related complaints.

4. **What About Information I Disclose Publicly Or To Others?**

   a. **User-Generated Content and Public Information.**
   Some aspects of the Service may allow you to create your own profile, which may be displayed publicly or semi-publicly (for more information, see Section 4(c) below). Additionally, the Service may permit you to submit and/or publicly post ideas, photographs, lessons, lectures, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, "**User Content**"), such as on a profile page, blogs and message boards. We or others may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Postings to chat rooms, message boards, other user's profiles, bulletin boards, or similar public forums where you and other users of our Service can communicate are public or semi-public, and therefore may be reviewed by users and non-users, indexed by third-party search engines and appear in search results on third-party web sites. Accordingly, you should exercise discretion and good judgment regarding what you elect to include as User Content. Please note that we do not control who will have access to the information that you choose to make public, and cannot ensure that parties who have access to such publicly available information will respect your privacy or keep it secure. Our obligations under this Privacy Policy do not apply to any information that you disclose publicly, share with others or otherwise upload onto the publicly available positions of our Service. We are not responsible for the accuracy, use or misuse of any User Content that you disclose or receive from third parties through the Service.

   b. **Name and Likeness.**
   We may also publish your name, voice, likeness and other Personal Information that is part of your User Content, and we may use the content, or any portion of the content, for advertising, marketing, publicity and promotional activities. For full terms and conditions regarding User Content you submit to the Service, please review our Terms of Use.

   c. **Profiles.**
   We may provide features that allow users to create a profile. A user's profile page may be, by default, set up to display information such as the user's display name, images, location (city/state/country), groups that the user has joined and optional information added by the user including, for example, the user's tagline,

photographs and educational materials, etc. We may make it possible for users to see a report on other users that visited a profile page and this gives users access to such visitor's profile pages. Profile information is used by us primarily to be presented back to and edited by you when you access the Service and to be presented to others permitted to view that information on the Service. In some cases (e.g., posting to your page), other users of the Service may be able to supplement your profile. We may offer users the ability to manage their public profile and use profile preference settings as explained where profile features are offered, the functionality and features of which are subject to change from time-to-time so visit it frequently to confirm the settings reflect your then current preferences. Changing setting options may not result in immediate changes to the settings, which are subject to our operations and maintenance schedules. Users should carefully consider the use of such settings to improve information display options and to ensure the settings are properly set and functioning in the manner desired. Notwithstanding the availability of profile preference settings, you should be aware that these settings are for convenience only, and may not be error free. Further, other users that have access may repost or otherwise make public your information or content. Accordingly, discretion and good judgment should be exercised when posting information or content as part of your profile. We recommend that you do not post information or content as part of your profile that you are not prepared to make public.

5. **Do Third-Party Content, Links to Third-Party Site(s), and/or Third-Party Apps Appear on the Service?**

The Service may contain content that is supplied by a third party, and those third parties may collect Usage Information and your Device Identifier when pages from the Service are served to you. In addition, when you are on the Service you may be directed to other sites that are operated and controlled by third parties that we do not control. We are not responsible for the data collection and privacy practices employed by any of these third parties or their services and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or other sites. For example, if you "click" on a link, the "click" may take you off the Service onto a different site. These other sites may associate their Tracking Technologies with you, independently collect data about you, including Personal Information, and may or may not have their own published privacy policies.

Third-party applications may also be available via the Service. The owners of these applications may collect Personal Information and other data from you and may have their own policies and practices. We are not responsible for how these third parties or their applications collect or use your information and they may be tracking you across multiple sites and may be sharing the results of that tracking with us and/or others. These third parties may have their own terms of service, privacy policies or other policies and ask you to agree to the same. We are not responsible for these third-party privacy policies or the practices of these third parties. Be sure to review any available policies before submitting any personally identifiable information to a third-party application or otherwise interacting with it and exercise caution in connection with

these applications. We also encourage you to note when you leave our Service and to review the third-party privacy policies of all third-party locations and exercise caution in connection with them.

6. **Ads and Information About You**

    The Service may use third parties such as network advertisers and ad exchanges to serve advertisements on and off of the Service and may use third-party analytics and other service providers to evaluate and provide us and/or third parties with information about the use of the Service and viewing of ads and of our content. Network advertisers are third parties that display advertisements based on your visits and activities across the Internet and mobile media ("**Behavioral Ads**"). In addition, we may serve ads on our Service based on your Usage Information from your activities on our Service ("**Contextual Ads**"). Behavioral Ads and Contextual Ads enable us to target advertisements to you for products and services in which you might be interested. If you object to Contextual Ads, do not use our Service. If you object to Behavioral Ads, you can learn more about your ability to limit Behavioral Ads below.

    Our third-party ad network and exchange providers, advertisers, sponsors and/or traffic measurement services may themselves set and access their own cookies (including Flash cookies), web beacons and other Tracking Technologies on your Device and track certain behavioral Usage Information regarding users of your Device via a Device Identifier. These third-party Tracking Technologies may be set to, among other things: (a) help deliver advertisements to you that you might be interested in; (b) prevent you from seeing the same advertisements too many times; and (c) understand the usefulness to you of the advertisements that have been delivered to you. You acknowledge and agree that associated technology may access and use your Device and may set or change settings on your Device in connection with the associated operations. Note that any images (or any other parts of content) served by third parties in association with third-party ads or other content may serve as web beacons, which enable third parties to carry out the previously described activities.

    Third-party Tracking Technologies are not controlled by us, even if they are used to serve our ads or interact with our Service. Statements regarding our practices do not apply to the methods for collecting information used by these third parties or the use of the information that such third parties collect. We do however work with third parties to make efforts to have you provided with information on their practices and any available opportunity to exercise choice. The relevant third party's terms of service, privacy policy, permissions, notices and choices should be reviewed regarding their collection, storage and sharing practices. We make no representations regarding the policies or practices of third-party advertisers or advertising networks or exchanges or related third parties.

    Some third parties we work with may offer you certain choices regarding their practices, and information we have been informed of regarding such choices is available here. Further, while we and third party sites that display our ads may use a variety of companies to serve advertisements, you may wish to visit http://www.networkadvertising.org/optout_nonppii.asp, which provides information regarding this practice by Network Advertising Initiative ("**NAI**") members,

and your choices regarding having this information used by these companies, including the "opt-out" procedures of NAI members. Opting out of one or more NAI members only means that those NAI members no longer will be allowed under their own rules to deliver Behavioral Ads to you, which will affect this and other sites, but does not mean you will no longer receive any targeted content and/or ads. Also, if your browsers are configured to reject cookies when you visit this opt-out page, or you subsequently erase your cookies, use a different Device or change web browsers, your NAI opt-out may not, or may no longer, be effective. Therefore, if you use multiple Devices or multiple browsers on a single Device, you need to opt-out for each browser that you use on your Device. Additionally, if you delete your cookies, change browsers, or use a different Device, you will need to opt-out again. Additional information is available on the NAI's web site accessible by the above link. Where we serve third-party Behavioral Ads on the Service we participate in the notice and opt-out program run by the Digital Advertising Alliance ("**DAA**"), and you can learn more about it and the opt-out choices it offers at http://www.aboutads.info/choices/#completed. Where we serve our own Behavioral Ads on third party sites, we request that they comply with the DAA program so that you have the same notice and opt-out choice. Please note that similar limitations as described regarding NAI opt-out may apply to the DAA opt-out. Similar limitations may apply to these opt-out methods. We are not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs.

7. **How Do I Change My Information and Communications Preferences?**
You are responsible for maintaining the accuracy of the information you submit to us, such as your contact information provided as part of registration. The Service may allow you to review, correct or update Personal Information you have provided through the Service's registration forms or otherwise, and you may provide registration updates and changes, and otherwise request access to your information, by contacting us at privacy@hmhco.com. If so, we will make good faith efforts to make requested changes in our then active databases as soon as reasonably practicable. With respect to our mobile and other applications (i.e., when we are the application publisher), you can prospectively stop all collection of information by the application by uninstalling the application. You may use the standard uninstall process as may be available as part of your applicable Device or potentially via the appropriate application or app marketplace. Please note that it is not always possible to completely remove or delete all of your information from our databases and that residual data may remain on backup media or for other reasons. Also, if you have made any public postings on the Service such as in forums or blogs, these communications cannot generally be removed. When you edit your Personal Information or change your preferences on the Service, information that you remove may persist internally for our administrative purposes. You may cancel or modify our e-mail marketing communications you receive from us by following the instructions contained within our promotional e-mails or in some cases by logging into your account and changing your communication preferences. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of e-mails the opt-out will be so limited. To the extent permitted by applicable law, we reserve the right to send you certain communications relating to your Account or use of our Service,

such as administrative and service announcements and, except as prescribed by applicable law, these transactional Account messages may be unaffected if you choose to opt-out from receiving our marketing communications. If you have any questions about the Privacy Policy or practices described in it, you should contact us by e-mail at: privacy@hmhco.com.

8. **What Should Parents Know About Children?**
We understand the importance of protecting children's privacy in the interactive world. We do not use the Service to knowingly collect Personal Information from children under the age of thirteen (13) without verified parental consent or as otherwise permitted by applicable law. Furthermore, most of the portions of our Service that are directed to children 12 years and under are designed so that we do not collect Personal Information at all. In the event any of the Services designed for children 12 years and under, or designed for both such children and older users, do have aspects where we may collect Personal information we will comply with the Children's Online Privacy Protection Act ("COPPA"), including its verified parental consent requirements. In addition, we will post a separate Children's Privacy Policy on such portions of the Services that explains further what types of Personal information may be collected, under what circumstances, for what purposes and what options parents have to approve or limit such collection. In the event that we become aware that we have collected Personal Information from any child absent the parental consent required by COPPA, or as otherwise permitted by COPPA, we will dispose of that information in accordance with applicable law. If you are a parent or guardian and you believe that your child under the age of 13 has provided us with information without your consent, please contact us at privacy@hmhco.com and we will take reasonable steps to ensure that such information is deleted from our files.

9. **What About Security?**
We incorporate commercially reasonable technical, physical and administrative safeguards to help protect and secure your Personal Information in our custody or control. However, no data transmission over the Internet, mobile networks, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure the security of any information you transmit to us, and you use our Service and provide us with your information at your own risk.

10. **What About Changes To The Privacy Policy?**
We reserve the right to change this Privacy Policy at any time without notice to you. Any changes will be effective immediately upon the posting of the revised Privacy Policy and your use of the Service indicates your consent to the privacy policy posted at the time of use. However, we will not use your previously-collected Personal Information in a manner materially different than represented at the time it was collected without your consent. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

11. **Who Can I Contact?** If you have questions, comments or complaints regarding our Privacy Policy or the manner in which we or our service providers treat your Personal Information, or to access, correct or update Personal Information in our records, contact

us at: privacy@hmhco.com. The following third parties that collect information from you on our Service have given us notice that you may obtain information on their policies and practices, and in some instances opt-out of certain of their activities, as follows:

Party	Service	Privacy Choices and More Information	Use of Tracking Technologies
Adobe	Online Marketing Services, On Demand Services and/or other Adobe-hosted services	http://www.adobe.com/privacy/hosted-services.html http://www.adobe.com/privacy/other-policies.html	Yes
Google	Google Analytics for Display Advertisers, Ads Preferences Manager, and Google Analytics Opt-out Browser Add-on	http://support.google.com/analytics/bin/answer.py?hl=en&topic=2611283&answer=2700409 http://www.google.com/settings/ads/onweb/?hl=en&sig=ACi0TCg8VN3Fad5_pDOsAS8a4... https://tools.google.com/dlpage/gaoptout/	Yes

NOTE: We are not responsible for third-party policies or practices. We try to keep this information current, but it is provided as a courtesy and may not be current or accurate. Please contact the applicable third parties regarding their privacy and data security policies and practices.

EXHIBIT E

Houghton Mifflin Harcourt

Proposal

Prepared For

Henrico Co Public Schools

3820 Nine Mile Rd Ste A
Richmond VA 23223

Attention:
Eileen Falcone
fal51@henrico.us

For the Purchase of:

Language Arts

Prepared By
Robin Lauver
robin.lauver@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention: Intervention Solutions Group
Eileen Falcone   255 38th Avenue, Suite L
fal51@henrico.us   St. Charles, IL 60174
                                                      FAX: 877-287-8199
HMH Confidential and Proprietary   InterventionSolutionsOrders@hmhco.com
007978468   Sold:0000282837 Ship:0000282866   Page **1** of **9**   **Please submit this form with your purchase order**

Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Grade 4				
	Student				
9780545899215	English 3D Course A Volume 1 Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course A Volume 1), English 3D student technology subscription (Course A Volume 1), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$50.00	10	$500.00	
9780545823029	English 3D Course A Issues Book Volume 1	$20.00	10	$200.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
	Total for Student	**$850.00**			
	Teacher				
9781328034939	English 3D Course A Teacher License Volume 1	$55.00			1
	Materials				
9781328034618	English 3D Course A Volume 1 Classroom Package Includes: English 3D Teaching Guide (Course A Volume 1), Issues book (Course A Volume 1), Independent Reading Library (Course A 20 titles; 4 copies of each), and Classroom Poster Pack (Course A 2 Posters).	$1,300.00	1	$1,300.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
	Writable				
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.	$7.00	10	$70.00	
	Total for Teacher	**$1,470.00**			
Total for Grade 4		**$2,320.00**			
	Grade 5				
	Student				
9780545899215	English 3D Course A Volume 1 Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course A Volume 1), English 3D student technology subscription (Course A Volume 1), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$50.00	10	$500.00	
9780545823029	English 3D Course A Issues Book Volume 1	$20.00	10	$200.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
	Total for Student	**$850.00**			
	Materials				
9781328034618	English 3D Course A Volume 1 Classroom Package Includes:	$1,300.00	1	$1,300.00	

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	English 3D Teaching Guide (Course A Volume 1), Issues book (Course A Volume 1), Independent Reading Library (Course A 20 titles; 4 copies of each), and Classroom Poster Pack (Course A 2 Posters).				
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
Total for Materials		**$1,400.00**			
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12	$7.00	10	$70.00	
	Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.				
Total for Writable		**$70.00**			
Teacher					
9781328034939	English 3D Course A Teacher License Volume 1	$55.00			1
Total for Teacher		**$0.00**			
Total for Grade 5		**$2,320.00**			

Grade 6

Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9780545899239	English 3D Course B Volume 1 Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course B Volume 1), English 3D student technology subscription (Course B Volume 1), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	
9780545822886	English 3D Course B Issues Book Volume 1	$17.50	10	$175.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
Total for Student		**$725.00**			
Teacher					
9781328034953	English 3D Course B Teacher License Volume 1	$55.00			1
Total for Teacher		**$0.00**			
Materials					
9781328034632	English 3D Course B Volume 1 Classroom Package IIncludes: English 3D Teaching Guide (Course B Volume 1), Issues book (Course B Volume 1), Independent Reading Library (Course B 20 titles; 4 copies of each), and Classroom Poster Pack (Course B 2 Posters).	$1,035.00	1	$1,035.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
Total for Materials		**$1,135.00**			
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12	$7.00	10	$70.00	

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.				
Total for Writable		$70.00			

| **Total for Grade 6** | | $1,930.00 | | | |

Grade 7

Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9780545899239	English 3D Course B Volume 1 Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course B Volume 1), English 3D student technology subscription (Course B Volume 1), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	
9780545822886	English 3D Course B Issues Book Volume 1	$17.50	10	$175.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	

Teacher

| 9781328034953 | English 3D Course B Teacher License Volume 1 | $55.00 | | | 1 |

Materials

| 9781328034632 | English 3D Course B Volume 1 Classroom Package IIncludes: English 3D Teaching Guide (Course B Volume 1), Issues book (Course B Volume 1), Independent Reading Library (Course B 20 titles; 4 copies of each), and Classroom Poster Pack (Course B 2 Posters). | $1,035.00 | 1 | $1,035.00 | |
| 9780358462767 | English 3D Language Launch Teaching Guide | $100.00 | 1 | $100.00 | |

Writable

| 9780358502975 | Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more. | $7.00 | 10 | $70.00 | |
| **Total for Student** | | $1,930.00 | | | |

| **Total for Grade 7** | | $1,930.00 | | | |

Grade 8

Student

9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
9780545822886	English 3D Course B Issues Book Volume 1	$17.50	10	$175.00	
9780545899239	English 3D Course B Volume 1 Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course B Volume 1), English 3D student technology subscription (Course B Volume 1), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	
Total for Student		$725.00			

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
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St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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Proposal for
Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Teacher					
9781328034953	English 3D Course B Teacher License Volume 1	$55.00			1
Total for Teacher		**$0.00**			
Materials					
9781328034632	English 3D Course B Volume 1 Classroom Package IIncludes: English 3D Teaching Guide (Course B Volume 1), Issues book (Course B Volume 1), Independent Reading Library (Course B 20 titles; 4 copies of each), and Classroom Poster Pack (Course B 2 Posters).	$1,035.00	1	$1,035.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
Total for Materials		**$1,135.00**			
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.	$7.00	10	$70.00	
Total for Writable		**$70.00**			
Total for Grade 8		**$1,930.00**			

Grade 9

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student					
9780545629737	English 3D Course C Issues Book	$17.50	10	$175.00	
9781328015211	English 3D Course C Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course C), English 3D student technology subscription (Course C), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
Total for Student		**$725.00**			
Teacher					
9781328034977	English 3D Course C Teacher License	$55.00			1
Total for Teacher		**$0.00**			
Materials					
9781328034656	English 3D Course C Classroom Package Includes: English 3D Teaching Guide (Course C) and Issues book (Course C).	$480.00	1	$480.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
Total for Materials		**$580.00**			

Attention:
Eileen Falcone
fal51@henrico.us

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St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.	$7.00	10	$70.00	
Total for Writable				**$70.00**	

Total for Grade 9				**$1,375.00**	
	Grade 10				
9780545629737	English 3D Course C Issues Book	$17.50	10	$175.00	
9781328015211	English 3D Course C Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course C), English 3D student technology subscription (Course C), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
Teacher					
9781328034977	English 3D Course C Teacher License	$55.00			1
Total for Teacher				**$0.00**	
Materials					
9781328034656	English 3D Course C Classroom Package Includes: English 3D Teaching Guide (Course C) and Issues book (Course C).	$480.00	1	$480.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
Total for Materials				**$580.00**	
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.	$7.00	10	$70.00	
Total for Writable				**$70.00**	

Total for Grade 10				**$1,375.00**	
	Grade 11				
Student					
9780545629737	English 3D Course C Issues Book	$17.50	10	$175.00	
9781328015211	English 3D Course C Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course C), English 3D student technology subscription (Course C), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
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Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
Total for Student		**$725.00**			
Gratis					
9781328034977	English 3D Course C Teacher License	$55.00			1
Total for Gratis		**$0.00**			
Materials					
9781328034656	English 3D Course C Classroom Package Includes: English 3D Teaching Guide (Course C) and Issues book (Course C).	$480.00	1	$480.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	
Total for Materials		**$580.00**			
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12 Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.	$7.00	10	$70.00	
Total for Writable		**$70.00**			

Total for Grade 11		**$1,375.00**			

Grade 12

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Student					
9780545629737	English 3D Course C Issues Book	$17.50	10	$175.00	
9781328015211	English 3D Course C Student Subscription Package 1 Year Includes: English 3D Language & Writing Portfolio (Course C), English 3D student technology subscription (Course C), and Reading Inventory student software subscription for one student. Software to be hosted by HMH.	$40.00	10	$400.00	
9780358462750	English 3D Language Launch Student Edition	$15.00	10	$150.00	
Total for Student		**$725.00**			
Teacher					
9781328034977	English 3D Course C Teacher License	$55.00			1
Total for Teacher		**$0.00**			
Materials					
9781328034656	English 3D Course C Classroom Package Includes: English 3D Teaching Guide (Course C) and Issues book (Course C).	$480.00	1	$480.00	
9780358462767	English 3D Language Launch Teaching Guide	$100.00	1	$100.00	

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Proposal for
Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Materials		**$580.00**			
Writable					
9780358502975	Writable for English 3D on SAMC Digital Student Resources 1 Year Grades 4-12	$7.00	10	$70.00	
	Provides 1 years of online access to the full suite of Writable's tools and supports. Writable provides sophisticated dashboards, peer and educator feedback tools, formative and summative assessment practice, annotation tools, classroom rostering, student-friendly checklists and more.				
Total for Writable		**$70.00**			

Total for Grade 12   **$1,375.00**

Professional Development

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
PD1					
9781328038739	English 3D Course A Getting Started Live Online 6, 1-Hour Course Bundle	$2,400.00	1	$2,400.00	
Total for PD1		**$2,400.00**			
PD2					
9780358612957	2020 Houghton Mifflin Harcourt Online Coaching Introductory Membership Grades K-12	$2,500.00	9	$22,500.00	
Total for PD2		**$22,500.00**			

Total for Professional Development   **$24,900.00**

Total Savings:	**$495.00**
Subtotal Purchase Amount:	**$40,830.00**
Shipping & Handling:	**$918.00**
Total Cost of Proposal (PO Amount):	**$41,748.00**

Please add proper sales tax to your order

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Total Cost of Proposal (PO Amount): $41,748.00

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

  Ship to: **Sold to:**

  Henrico County Public Schools   Henrico County Public Schools

  3820 Nine Mile Rd Ste A   2401 Hartman St

  Richmond, VA 23223-4831   Richmond, VA 23223-2458

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

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Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/1/2021   **Proposal Expiration Date: 5/16/2021**

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Eileen Falcone   255 38th Avenue, Suite L
fal51@henrico.us   St. Charles, IL 60174
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Proposal

Prepared For

Henrico Co Public Schools

Attention:

Eileen Falcone

fal51@henrico.us

For the Purchase of:

Read 180 Universal Stage A-C Subscription Package 1 Yr

Prepared By

Robin Lauver

robin.lauver@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention:
Eileen Falcone
fal51@henrico.us

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Proposal for
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Grade 4
Student

| 9781328018960 | READ 180 Universal Stage A Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage A / S44 Upper Elementary), Reading Inventory, and Phonics Inventory student software subscription and Stage A ReaL Book for 1 student. Software to be hosted by HMH. | $199.00 | 10 | $1,990.00 | |

Total for Student | | **$1,990.00** | | |

Teacher

| 9781328019905 | Literacy Intervention License (R180 U Stage A / S44 Upper Elementary)Teacher Subscription | $299.00 | | | 1 |

Materials

| 9781328017635 | READ 180 Universal Stage A Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each) | $4,499.00 | 1 | $4,499.00 | |

Total for Teacher | | **$4,499.00** | | |

Total for Grade 4 | | **$6,489.00** | | |

Grade 5
Student

| 9781328018960 | READ 180 Universal Stage A Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage A / S44 Upper Elementary), Reading Inventory, and Phonics Inventory student software subscription and Stage A ReaL Book for 1 student. Software to be hosted by HMH. | $199.00 | 10 | $1,990.00 | |

Total for Student | | **$1,990.00** | | |

Teacher

| 9781328019905 | Literacy Intervention License (R180 U Stage A / S44 Upper Elementary)Teacher Subscription | $299.00 | | | 1 |

Total for Teacher | | **$0.00** | | |

Materials

| 9781328017635 | READ 180 Universal Stage A Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each) | $4,499.00 | 1 | $4,499.00 | |

Total for Materials | | **$4,499.00** | | |

Total for Grade 5 | | **$6,489.00** | | |

Grade 6
Student

| 9781328019011 | READ 180 Universal Stage B Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and Stage B ReaL Book for 1 student. Software to be hosted by HMH. | $199.00 | 10 | $1,990.00 | |

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Proposal for
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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Student		**$1,990.00**			
Teacher					
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9781328017642	READ 180 Universal Stage B Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 6		**$6,489.00**			

Grade 7
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019011	READ 180 Universal Stage B Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and Stage B ReaL Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9781328017642	READ 180 Universal Stage B Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 7		**$6,489.00**			

Grade 8
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019011	READ 180 Universal Stage B Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and Stage B ReaL Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					

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Proposal for

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9781328017642	READ 180 Universal Stage B Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

| **Total for Grade 8** | | **$6,489.00** | | | |

Grade 9

Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019042	READ 180 Universal Stage C Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and ReaL Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9781328017659	READ 180 Universal Stage C Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

| **Total for Grade 9** | | **$6,489.00** | | | |

Grade 10

Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019042	READ 180 Universal Stage C Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and ReaL Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Materials					
9781328017659	READ 180 Universal Stage C Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 10	**$6,489.00**

Grade 11
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019042	READ 180 Universal Stage C Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and ReaL Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9781328017659	READ 180 Universal Stage C Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 11	**$6,489.00**

Grade 12
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019042	READ 180 Universal Stage C Student Subscription Package 1 Year Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and ReaL Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Materials					
9781328017659	READ 180 Universal Stage C Classroom Package Includes the READ 180 Universal Teacher Bookshelf and READ 180 Universal Independent Reading Library (Paperback Collection; 30 titles, 4 copies each and Audiobook Collection; 5 titles, 4 copies each)	$4,499.00	1	$4,499.00	
Total for Teacher		**$4,499.00**			

Attention:
Eileen Falcone
fal51@henrico.us

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Proposal for
Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Total for Grade 12		**$6,489.00**			

Professional Development Services
Implementation Services

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328038760	READ 180 Universal Getting Started Live Online 6, 1-Hour Course Bundle The Getting Started with READ 180 Universal live online course will prepare participants to successfully start teaching with READ 180 Universal, using the Interchangeable Literacy License. Through a flexible delivery model of multiple live online sessions participants, will learn key program features and experience integral components firsthand. They interpret progress, performance, and assessment data to inform instruction and support students toward reading achievement.	$2,400.00	1	$2,400.00	
Total for Implementation Services		**$2,400.00**			

Coaching

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9780358612957	2020 Houghton Mifflin Harcourt Online Coaching Introductory Membership Grades K-12	$2,500.00	9	$22,500.00	
Total for Coaching		**$22,500.00**			

Total for Professional Development Services		**$24,900.00**			

Total Savings:	**$2,691.00**
Subtotal Purchase Amount:	**$83,301.00**
Shipping & Handling:	**$3,504.06**
Total Cost of Proposal (PO Amount):	**$86,805.06**

Please add proper sales tax to your order

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fal51@henrico.us

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Proposal for
Henrico Co Public Schools

<div style="border:1px solid black">

Total Cost of Proposal (PO Amount): $86,805.06

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  o Point of Contact for Print materials
  o Point of Contact for Digital materials
  o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: **Sold to:**

Henrico County Public Schools   Henrico County Public Schools

,   ,

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/1/2021   **Proposal Expiration Date: 5/16/2021**

Houghton Mifflin Harcourt

Attention: Intervention Solutions Group
Eileen Falcone   255 38th Avenue, Suite L
fal51@henrico.us   St. Charles, IL 60174
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Houghton Mifflin Harcourt

Proposal

Prepared For

Henrico Co Public Schools

3820 Nine Mile Rd Ste A
Richmond VA 23223

Attention:
Eileen Falcone
fal51@henrico.us

For the Purchase of:

Reading

Prepared By
Robin Lauver
robin.lauver@hmhco.com

Please submit this proposal with your purchase order.

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Attention:
Eileen Falcone
fal51@henrico.us

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
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Proposal for
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ISBN	Title	Price	Quantity	Value of All Materials

Grade K
Student Kit - 24 Students

1796542 9780358453734 2022 Saxon Phonics & Spelling 24 Student Kit 1 Year Grade K		$1,080.00	1	$1,080.00

Package Includes:
2022 Saxon Phonics & Spelling 24 Student Worksheets Box 1
2022 Saxon Phonics & Spelling 24 Student Worksheets Box 2
2022 Saxon Phonics & Spelling Decodable Readers (1-16) Box 3
2022 Saxon Phonics & Spelling 24 Student Letter Tiles Box 4
2022 Saxon Phonics & Spelling Classroom Materials Box 5 Grade K
2022 Saxon Phonics & Spelling Teacher Materials Box 6 Grade K

Total for Student Kit - 24 Students

Total for Grade K		**$1,080.00**		

Grade 1
Student Kit - 24 Students

1796543 9780358453741 2022 Saxon Phonics & Spelling 24 Student Kit 1 Year Grade 1		$1,391.00	1	$1,391.00

Package Includes:
2022 Saxon Phonics & Spelling 24 Student Worksheets Box 1
2022 Saxon Phonics & Spelling 24 Student Worksheets Box 2
2022 Saxon Phonics & Spelling Decodable Readers (1-52) Box 3
2022 Saxon Phonics & Spelling 24 Student Letter Tiles Box 4
2022 Saxon Phonics & Spelling Classroom Materials Box 5 Grade 1
2022 Saxon Phonics & Spelling Teacher Materials Box 6 Grade 1

Total for Student Kit - 24 Students

Total for Grade 1		**$1,391.00**		

Grade 2
Student Kit - 24 Students

1796544 9780358453758 2022 Saxon Phonics & Spelling 24 Student Kit 1 Year Grade 2		$1,391.00	1	$1,391.00

Package Includes:
2022 Saxon Phonics & Spelling 24 Student Worksheets Box 1
2022 Saxon Phonics & Spelling 24 Student Worksheets Box 2
2022 Saxon Phonics & Spelling Decodable Readers (1-26) Box 3
2022 Saxon Phonics & Spelling 24 Student Letter Tiles Box 4
2022 Saxon Phonics & Spelling Classroom Materials Box 5 Grade 2
2022 Saxon Phonics & Spelling Teacher Materials Box 6 Grade 2

Total for Student Kit - 24 Students

Total for Grade 2		**$1,391.00**		

HMH Professional Services
Implementation Services

1794676 9780358440987 2022 Saxon Phonics and Spelling Getting Started Live Online 2 Hour		$800.00	1	$800.00

The Getting Started live online session is streamlined to focus on preparing teachers for their first weeks of instruction. Participants engage in a variety of interactive experiences to learn about the organization and resources of Saxon Phonics and Spelling. The goal is to build confidence and prepare teachers for a strong start with Saxon Phonics and Spelling.

Total for Implementation Services

Coaching and Courses

Attention: Customer Experience
Eileen Falcone   9400 South Park Center Loop
fal51@henrico.us   Orlando, FL 32819
                                                              FAX: 800-269-5232
HMH Confidential and Proprietary   k12orders@hmhco.com

007978474   Sold:0000282837 Ship:0000282866   Page **2** of **4**   **Please submit this form with your purchase order**

Proposal for
Henrico Co Public Schools

ISBN		Title	Price	Quantity	Value of All Materials
1815603	9780358612957	2020 Houghton Mifflin Harcourt Online Coaching Introductory Membership Grades K-12	$2,500.00	3	$7,500.00

Total for Coaching and Courses

Total for HMH Professional Services $8,300.00

Total Savings:	**$0.00**
Subtotal Purchase Amount:	**$12,162.00**
Shipping & Handling:	**$231.72**
Total Cost of Proposal (PO Amount):	**$12,393.72**

Please add proper sales tax to your order

Attention:
Eileen Falcone
fal51@henrico.us

Customer Experience
9400 South Park Center Loop
Orlando, FL 32819
FAX: 800-269-5232
k12orders@hmhco.com

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Total Cost of Proposal (PO Amount): $12,393.72

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

· Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
· Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
· Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  o Point of Contact for Print materials
  o Point of Contact for Digital materials
  o Point of Contact for Scheduling Professional Development
· Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	**Sold to:**
Henrico County Public Schools	Henrico County Public Schools
3820 Nine Mile Rd Ste A	2401 Hartman St
Richmond, VA 23223-4831	Richmond, VA 23223-2458

· Please provide funding start and end dates.
· Please note that all products and services will be billed upon the processing of your purchase order.
· Our payment terms are 30 days from the invoice date.
· Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
· Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
· Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.
Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/1/2021   **Proposal Expiration Date: 5/16/2021**

Houghton Mifflin Harcourt

Attention: Customer Experience
Eileen Falcone   9400 South Park Center Loop
fal51@henrico.us   Orlando, FL 32819
                                    FAX: 800-269-5232
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007978474   Sold:0000282837 Ship:0000282866   Page **4** of **4**   **Please submit this form with your purchase order**

Houghton Mifflin Harcourt

Proposal
Prepared For

Henrico Co Public Schools

Attention:
Eileen Falcone
fal51@henrico.us

For the Purchase of:

System 44 Next Generation Subscription Package 1 Yr

Prepared By
Robin Lauver
robin.lauver@hmhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

Attention: Intervention Solutions Group
Eileen Falcone   255 38th Avenue, Suite L
fal51@henrico.us   St. Charles, IL 60174
                                                   FAX: 877-287-8199
HMH Confidential and Proprietary   InterventionSolutionsOrders@hmhco.com
007978315   Sold:0000282837 Ship:0000282837   Page **1** of **8**   **Please submit this form with your purchase order**

Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Grade 3

Student

9781328019073	System 44 Upper Elementary Student Subscription Package, 1 Year Includes Literacy Intervention License (R180 U Stage A/ S44 Upper Elementary),Reading Inventory, and Phonics Inventory student software subscription and Upper Elementary 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	

Total for Student $1,990.00

Teacher

9781328019905	Literacy Intervention License (R180 U Stage A / S44 Upper Elementary)Teacher Subscription	$299.00			1

Total for Teacher $0.00

Materials

9780545582049	System 44 Next Generation Upper Elementary Additional Classroom Pack Includes: Complete Upper Elementary Teaching System, Complete Upper Elementary Paperback and Audiobook Library (56 titles, 5 copies of each title), Word Building Kit (4 kits), and Decodable Digests (one 10-pack)	$4,499.00	1	$4,499.00	

Total for Materials $4,499.00

Total for Grade 3 $6,489.00

Grade 4

9781328019073	System 44 Upper Elementary Student Subscription Package, 1 Year Includes Literacy Intervention License (R180 U Stage A/ S44 Upper Elementary),Reading Inventory, and Phonics Inventory student software subscription and Upper Elementary 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	

Teacher

9781328019905	Literacy Intervention License (R180 U Stage A / S44 Upper Elementary)Teacher Subscription	$299.00			1

Total for Teacher $0.00

Materials

9780545582049	System 44 Next Generation Upper Elementary Additional Classroom Pack Includes: Complete Upper Elementary Teaching System, Complete Upper Elementary Paperback and Audiobook Library (56 titles, 5 copies of each title), Word Building Kit (4 kits), and Decodable Digests (one 10-pack)	$4,499.00	1	$4,499.00	

Total for Materials $4,499.00

Total for Grade 4 $6,489.00

Grade 5

Student

9781328019073	System 44 Upper Elementary Student Subscription Package, 1 Year Includes Literacy Intervention License (R180 U Stage A/ S44 Upper Elementary),Reading Inventory, and Phonics Inventory student software subscription and Upper Elementary 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	

Total for Student $1,990.00

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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Proposal for
Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Teacher

| 9781328019905 | Literacy Intervention License (R180 U Stage A / S44 Upper Elementary)Teacher Subscription | $299.00 | | | 1 |

| **Total for Teacher** | | **$0.00** | | | |

Materials

| 9780545582049 | System 44 Next Generation Upper Elementary Additional Classroom Pack Includes: Complete Upper Elementary Teaching System, Complete Upper Elementary Paperback and Audiobook Library (56 titles, 5 copies of each title), Word Building Kit (4 kits), and Decodable Digests (one 10-pack) | $4,499.00 | 1 | $4,499.00 | |

| **Total for Materials** | | **$4,499.00** | | | |

| **Total for Grade 5** | | **$6,489.00** | | | |

Grade 6
Student

| 9781328019462 | System 44 NG Secondary Student Subscription Package 1 Year Grade 6-8 Includes Literacy Intervention License (R180 U Stage B/ S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH. | $199.00 | 10 | $1,990.00 | |

| **Total for Student** | | **$1,990.00** | | | |

Teacher

| 9781328019936 | Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription | $299.00 | | | 1 |

| **Total for Teacher** | | **$0.00** | | | |

Materials

| 9780545582056 | System 44 Next Generation Secondary Additional Classroom Pack Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack) | $4,499.00 | 1 | $4,499.00 | |

| **Total for Materials** | | **$4,499.00** | | | |

| **Total for Grade 6** | | **$6,489.00** | | | |

Grade 7
Student

| 9781328019462 | System 44 NG Secondary Student Subscription Package 1 Year Grade 6-8 Includes Literacy Intervention License (R180 U Stage B/ S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH. | $199.00 | 10 | $1,990.00 | |

| **Total for Student** | | **$1,990.00** | | | |

Teacher

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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Proposal for
Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9780545582056	System 44 Next Generation Secondary Additional Classroom Pack Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 7		$6,489.00			

Grade 8
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328019462	System 44 NG Secondary Student Subscription Package 1 Year Grade 6-8 Includes Literacy Intervention License (R180 U Stage B/ S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9780545582056	System 44 Next Generation Secondary Additional Classroom Pack Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 8		$6,489.00			

Grade 9
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328027016	System 44 NG Secondary Student Subscription Package 1 Year Grade 9-12 Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Materials					
9780545582056	System 44 Next Generation Secondary Additional Classroom Pack Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 9		**$6,489.00**			

Grade 10
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328027016	System 44 NG Secondary Student Subscription Package 1 Year Grade 9-12 Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9780545582056	System 44 Next Generation Secondary Additional Classroom Pack Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack)	$4,499.00	1	$4,499.00	
Total for Materials		**$4,499.00**			

Total for Grade 10		**$6,489.00**			

Grade 11
Student

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
9781328027016	System 44 NG Secondary Student Subscription Package 1 Year Grade 9-12 Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH.	$199.00	10	$1,990.00	
Total for Student		**$1,990.00**			
Teacher					
9781328019967	Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription	$299.00			1
Total for Teacher		**$0.00**			
Materials					
9780545582056	System 44 Next Generation Secondary Additional Classroom Pack	$4,499.00	1	$4,499.00	

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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Proposal for
Henrico Co Public Schools

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack)				
Total for Materials		**$4,499.00**			

| **Total for Grade 11** | | **$6,489.00** | | | |

Grade 12
Student

9781328027016	System 44 NG Secondary Student Subscription Package 1 Year Grade 9-12	$199.00	10	$1,990.00	
	Includes Literacy Intervention License (R180U Stage C / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription and 44Book for 1 student. Software to be hosted by HMH.				
Total for Student		**$1,990.00**			

Teacher

| 9781328019967 | Literacy Intervention License (R180 U Stage C / S44 Secondary) TeacherSubscription | $299.00 | | | 1 |
| **Total for Teacher** | | **$0.00** | | | |

Materials

9780545582056	System 44 Next Generation Secondary Additional Classroom Pack	$4,499.00	1	$4,499.00	
	Includes: Complete Secondary Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title) , Word Building Kit (4 kits), and Decodable Digests (one 10-pack)				
Total for Materials		**$4,499.00**			

| **Total for Grade 12** | | **$6,489.00** | | | |

Professional Development Services
Implementation Services

| 9781328038715 | System 44 Next Generation Getting Started Live Online 6, 1-Hour Course Bundle | $2,400.00 | 1 | $2,400.00 | |
| **Total for Implementation Services** | | **$2,400.00** | | | |

Implementation & Coaching Services

Coaching

| 9780358612957 | 2020 Houghton Mifflin Harcourt Online Coaching Introductory Membership Grades K-12 | $2,500.00 | 10 | $25,000.00 | |
| **Total for Implementation & Coaching Services** | | **$25,000.00** | | | |

| **Total for Professional Development Services** | | **$27,400.00** | | | |

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity

Total Savings:		$2,990.00	
Subtotal Purchase Amount:		$92,290.00	
Shipping & Handling:		$3,893.40	
Total Cost of Proposal (PO Amount):		$96,183.40	

Please add proper sales tax to your order

Attention:
Eileen Falcone
fal51@henrico.us

Intervention Solutions Group
255 38th Avenue, Suite L
St. Charles, IL 60174
FAX: 877-287-8199
InterventionSolutionsOrders@hmhco.com

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Total Cost of Proposal (PO Amount): $96,183.40

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- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

  Ship to: **Sold to:**

  Henrico County Public Schools   Henrico County Public Schools

  ,   ,

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: http://www.hmhco.com/common/terms-conditions

Date of Proposal: 4/1/2021   **Proposal Expiration Date: 5/16/2021**

Houghton Mifflin Harcourt

Attention: Intervention Solutions Group
Eileen Falcone   255 38th Avenue, Suite L
fal51@henrico.us   St. Charles, IL 60174
                                                FAX: 877-287-8199
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Link to the presentation: https://hmhco.box.com/s/vpubdmp1fsuxk1r93yyia1bcb75fp8t9

Technical Question: We can support most common SSO standards for SAM log-ins, (SAML, Google, Azure, ADFS, etc).

The location on our BTS site is here: https://backtoschool.hmhco.com/roster/#roster-8ac8549572727192f43b8c285b255350

I have included a document with specific steps for rostering in the folder and here is the link to it on our site: https://www.hmhco.com/product-support/content/techsupport/NOTICES/Rostering_in_SAM.pdf

Falcone, Eileen

From:	Lauver, Robin <Robin.Lauver@hmhco.com>
Sent:	Tuesday, April 6, 2021 11:04 AM
To:	Falcone, Eileen
Cc:	Krievs, Marty; Wilkes, Dawn
Subject:	cHenrico Intervention RFP Details - HMH
Attachments:	Henrico Co Public Schools E3D Final 4.4.21.pdf; Henrico Co Public Schools Read 180U Stg A-C 4.4.21.pdf; Henrico Co Public Schools Saxon Phonics 4.5.21.pdf; Henrico Co Public Schools System 44 NG 4.3.21.pdf; Henrico Pricing - Updated 3.23.21.xlsx

Eileen,

Thank you for the call today and I have attached the proposals and the pricing grid for you to reference. I have also included the details below that we discussed and I hope this will help in your decision. I look forward to working together in the future and have a great rest of the week.

R180
- The pricing per student is $199 per year and includes the consumables
- We recommend no more than 25 students to a class with one set of classroom materials (anything over 25 students you would need to purchase a separate set of materials)
- Teacher license – gratis
- PD includes a getting started – up to 35 participants
- Coaching 5 teachers per unit

System 44
- The pricing per student is $199 per year with consumables
- We recommend no more than 25 students per class with one set of classroom materials (anything over 25 you would need to purchase a separate set of materials)
- Teacher License gratis
- PD includes a getting started – up to 35 participants
- Coaching 5 teachers per bundle

Saxon Phonics
- These are sold as a complete set and the pricing includes up to 24 students with consumables and classroom materials
- PD Incudes a getting started up to 35 participants
- Coaching 5 teachers per bundle

E3D
- Student Cost – Includes license, student book (vol book), language launch book, & writable – Cost is different per Elementary, Middle, 7 High (please reference proposals)
- We recommend no more than 25 students per class with one set of classroom materials & teaching guide (anything over 25 you would need to purchase a separate set of materials)
- Teacher license – gratis
- PD includes a getting started up to 35 participants
- Coaching 5 teachers per bundle

Kind regards,

Robin M. Lauver
Account Executive, Virginia

Houghton Mifflin Harcourt
222 Berkeley Street
Boston, MA 02116
Mobile: 757-575-5952
hmhco.com
www.hmhco.com

Customer Service
PHONE: 877.234.7323
M-F 8:00 AM to 7:00 PM EST
EMAIL: InterventionSolutionsInquiries@hmhco.com

Technical Support
PHONE: 800.283.5974
EMAIL: edtech.techsupport@hmhco.com
LIVE CHAT: http://www.hmhco.com/product-support/

For At Home Learning Resources Visit:
Website for Educators and Families: https://www.hmhco.com/learningsupport
Website for our Shaped Blog: https://www.hmhco.com/blog
Website for FREE Resources: https://www.hmhco.com/blog/free-learning-resources

TABLE OF CONTENTS

INTRODUCTION

As required in this section, please find the following responses immediately following this cover sheet and in this particular order:

- Cover Letter
- Proposal Signature Sheet – Attachment A
- Business Classification Form – Attachment B
- Virginia State Corporation Commission Registration Information – Attachment C
- Proprietary/Confidential Information – Attachment D
- Certificate of Insurance
- Direct Contact with Student Form - Attachment F

March 4, 2021

Mr. Oscar Knott, CPP, CPPO, VCO and Ms. Eileen Falcone
Purchasing Department
Henrico County Public Schools
8600 Staples Mill Road
Henrico, VA 23273

Dear Mr. Knott and Ms. Falcone:

Houghton Mifflin Harcourt (HMH) is pleased to present our response to Henrico County Public Schools' Request for Proposals (RFP) #21-2114-2EMF for RTI Reading (K–12) Curriculum for Tier II and Tier III. Thank you for reviewing the enclosed proposal, which provides information about *Saxon Phonics and Spelling*, *READ 180 Universal*, *System 44 Next Generation*, *English 3D*, and professional learning services.

As The Learning Company, HMH develops and delivers solutions that focus on the growth of every facet of a district—student success, teacher quality, leader excellence, technical stability, and family engagement. With more than 135 years of experience in the publication and support of high-quality educational content, we take pride in our ability to work closely with state and district customers to provide equitable, customized, comprehensive solutions that lead to increased achievement for *all* students. The overall goal of every partnership is to form a lasting relationship dedicated to unlocking the full potential of every student, teacher, and leader. HMH's many years of experience are brought to bear in the provision of innovative products and services to meet the unique educational needs of each customer, and we look forward to continuing our successful partnership with Henrico County Public Schools.

Should you have any questions about this response, need additional information, or want to provide feedback, please contact Account Executive Robin Lauver at 757.575.5922 and at robin.lauver@hmhco.com or Sales Director Marty Krievs at 804.304.1002 or marty.krievs@hmhco.com.

Sincerely,
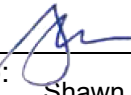
Shawn Weirather
Senior Director, HMH Proposals

ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III**.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):	
	Houghton Mifflin Harcourt Publishing Company
ADDRESS:	
	1900 South Batavia Avenue
	Geneva, IL 60134
FEDERAL ID NO:	
	04-1456030
SIGNATURE:	
NAME OF PERSON SIGNING (PRINT):	Shawn Weirather
TITLE:	
	Senior Director, Proposals
TELEPHONE:	
	800-225-5425
FAX:	
	630-429-9488
EMAIL ADDRESS:	
	hmh.bids@hmhco.com
DATE:	
	March 4, 2021

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: Houghton Mifflin Harcourt Publishing Company

This form completed by: Signature:_____ Title:_Shawn Weirather, Sr. Director, Proposals

Date:_____March 4, 2021_____

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

☐ **SMALL BUSINESS**

☐ **WOMEN-OWNED BUSINESS**

☐ **MINORITY-OWNED BUSINESS**

☐ **SERVICE-DISABLED VETERAN**

☐ **EMPLOYMENT SERVICES ORGANIZATION**

☒ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

> **SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov.
>
> eVA Registered? ☒ **Yes** ☐ **No**

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ **NUMBER**   _____ **DATE**

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror: Houghton Mifflin Harcourt Publishing Company

☒ is a corporation or other business entity with the following SCC identification number:
_____F1232992_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Entity Information

Entity Information

Entity Name:	Houghton Mifflin Harcourt Publishing Company
Entity Type:	Stock Corporation
Formation Date:	N/A
VA Qualification Date:	11/01/1995
Industry Code:	0 - General
Jurisdiction:	MA
Registration Fee Due Date:	Not Required

Entity ID:	F1232992
Entity Status:	**Active**
Reason for Status:	Active and In Good Standing
Status Date:	12/15/2008
Period of Duration:	Perpetual
Annual Report Due Date:	N/A
Charter Fee:	$2500.00

Registered Agent Information

RA Type:	Entity
RA Qualification:	BUSINESS ENTITY THAT IS AUTHORIZED TO TRANSACT BUSINESS IN VIRGINIA
Name:	C T CORPORATION SYSTEM

Locality:	HENRICO COUNTY
Registered Office Address:	4701 Cox Rd Ste 285, Glen Allen, VA, 23060 - 6808, USA

Principal Office Address

Address:	125 HIGH STREET, BOSTON, MA, 02110 - 0000, USA

Principal Information

Title	Director	Name	Address	Last Updated
EVP/CFO	Yes	JOSEPH ABBOTT	125 HIGH STREET, BOSTON, MA, 02110 - 0000, USA	11/20/2019
ASST SECRETARY	No	KATHLEEN RIDEOUT	125 HIGH STREET, BOSTON, MA, 02110 - 0000, USA	11/20/2019
PRESIDENT/CEO	Yes	JOH J LYNCH JR	125 HIGH STREET, BOSTON, MA, 02110 - 0000, USA	11/20/2019
EVP/S	Yes	WILLIAM BAYERS	125 HIGH STREET, BOSTON, MA, 02110 - 0000, USA	11/20/2019
Treasurer	No	JOSEPH FLAHERTY	125 HIGH STREET, BOSTON, MA, 02110 - 0000, USA	11/20/2019

Current Shares

Total Shares:	1000

Filing History   RA History   Name History   Previous Registrations   Garnishment Designees   Image Request

Back   Return to Search   Return to Results

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ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: Houghton Mifflin Harcourt Publishing Company

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
N/A		

ACORD®	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 05/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 CN101382656-STND-GAWUX-20-	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A :	ACE American Insurance Company	22667
INSURER B :	Indemnity Insurance Company of North America	43575
INSURER C :	ACE Property & Casualty Insurance Company	20699
INSURER D :	American Guarantee and Liability Company	26247
INSURER E :	ACE Fire Underwriters Insurance Company	20702
INSURER F :		

INSURED
HOUGHTON MIFFLIN HARCOURT COMPANY
AND ITS WHOLLY OWNED SUBSIDIARIES
125 HIGH STREET, SUITE 900
BOSTON, MA 02110

COVERAGES   CERTIFICATE NUMBER: NYC-009037686-51   REVISION NUMBER: 25

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE X OCCUR			HDO G71236110	05/15/2020	05/15/2021	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25294907	05/15/2020	05/15/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			G71523767 002	05/15/2020	05/15/2021	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
							SIR:	$ 10,000
A B E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR C66927283 (CA) WLR C66927325 (AOS) SCF C66927362 (WI)	05/15/2020 05/15/2020 05/15/2020	05/15/2021 05/15/2021 05/15/2021	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	EXCESS LAYER LIABILITY			SFX-4396491-01	05/15/2020	05/15/2021	LIMIT	15M xs $10M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: EVIDENCE OF INSURANCE

CERTIFICATE HOLDER	CANCELLATION
HOUGHTON MIFFLIN HARCOURT COMPANY AND ITS WHOLLY OWNED SUBSIDIARIES 125 HIGH STREET, SUITE 900 BOSTON, MA 02110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Yevgeniya Muyamina *Yevgeniya Muyamina*

ACORD 25 (2016/03)   The ACORD name and logo are registered marks of ACORD

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: Houghton Mifflin Harcourt Publishing Company

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

Signature of Authorized Representative

  Shawn Weirather, Senior Director, Proposals
Printed Name of Authorized Representative

  Houghton Mifflin Harcourt Publishing Company
Printed Name of Offeror
(if different than Representative)

Henrico County Public Schools, VA
RTI Reading Curriculum for K–12 Tier II and Tier III,
RFP #21-2114-2EMF
Statement of the Scope

STATEMENT OF THE SCOPE

General Requirements

> 1. **The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for Tier I and Tier II students.**

Houghton Mifflin Harcourt (HMH) understands Henrico County Public Schools' need for Tier 2 and Tier 3 interventions that develop students' skills in all areas of literacy. To accelerate students' literacy skills and close the academic achievement gap, HMH is offering the Division *Saxon Phonics and Spelling*, *READ 180 Universal*, and *System 44 Next Generation*. *Saxon Phonics and Spelling* can be used as a Tier 1 and Tier 2 resource. *READ 180* is a Tier 2 intervention. *System 44* is a Tier 3 intervention. HMH is also providing information about *English 3D* if the Division is seeking to purchase an English Language Development curriculum for the Language Instruction Educational Program (LIEP).

Saxon Phonics and Spelling

Saxon Phonics and Spelling for Grades K–2 is proven to increase students' acquisition, retention, and recall of critical phonics and spelling skills. In alignment with the science of reading, *Saxon Phonics and Spelling* uses direct, explicit, systematic, and cumulative instruction shaped by the Orton-Gillingham approach. This solution can be used as a Tier 1 supplemental program and as a Tier 2 intervention. *Saxon Phonics and Spelling* focuses on the following concepts/skills and presents them at increasing levels of complexity from Grades K–2: print awareness, phonological and phonemic awareness (taught explicitly in Grades K–1 and embedded in Grade 2), decoding, encoding/spelling, word structure (includes syllabication, patterns, morphology, etc.), fluency, handwriting/penmanship (includes motor skills, manuscript in Grades K–1, and cursive in Grade 2), oral language/listening/speaking, support for comprehension, and support for vocabulary development.

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In keeping with the long-trusted Saxon philosophy, concepts in *Saxon Phonics and Spelling* are broken down into related increments because smaller pieces of information are easier to learn and more conducive to retaining in memory. The instruction, practice, and assessment of those increments are then systematically distributed across each grade level. The *Saxon Phonics and Spelling* program's design ensures students have continuous review and frequent assessment for previously introduced phonics and spelling concepts, even as they encounter new increments of concepts. This approach ensures students truly integrate, use, and retain critical phonics and spelling skills for the long term. This facet of the Saxon pedagogy is fundamental to the program's high level of effectiveness.

Saxon Phonics and Spelling meets the Strong level of evidence for ESSA, and its efficacy has been proven in studies. In studies of *Saxon Phonics and Spelling*, all subgroups showed significant gains in reading, phonics, and spelling. The research reports and standards correlations are available at https://hmhco.box.com/v/HenricoVAIntervention0321. *Saxon Phonics and Spelling* also aligns with state standards, the International Dyslexia Association (IDA) Knowledge and Practice Standards for Teachers of Reading, and the recommendations in the IDA's "Effective Reading Instruction for Students with Dyslexia."

READ 180 and System 44

READ 180 Universal is a Tier 2 intervention for Grades 4–12, and its primary focus is reading comprehension. To facilitate the development of deep, sustainable, and transferable skills, instruction connects all domains of literacy—reading, writing, vocabulary and language, and listening and speaking. The domains are interwoven throughout every Workshop to create cohesive learning experiences. *System 44 Next Generation* is a Tier 3 intervention for Grades 3–12, and it focuses on building foundational skills. The intensive intervention targets phonological and phonemic awareness, decoding, high-frequency word automaticity, and oral reading fluency, and it integrates comprehension and writing.

The Tier 2 *READ 180 Universal* and Tier 3 *System 44 Next Generation* intervention programs are provided on a single Interchangeable License. With HMH's interchangeable

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license, Henrico County Public Schools will receive immediate access to the *READ 180 Universal* Tier 2 intervention and the *System 44 Next Generation* Tier 3 intervention. Teachers administer the built-in diagnostic assessment (*Reading Inventory* and *Phonics Inventory*) and use the real-time reports to help determine placement. With ease, students can be enrolled in either program from the same dashboard on the web-based platform. The Interchangeable License simplifies the logistics related to placement, and by eliminating the lag time between initial assessment and the start of the intervention, it makes it possible for students to start receiving individualized interventions without delay.

HMH's high-quality professional learning services will prepare Henrico County Public Schools' teachers to use *READ 180 Universal* and *System 44 Next Generation* effectively and with fidelity. Teachers will appreciate that the multi-tiered literacy solution includes evidence-based instructional materials, a range of leveled texts, adaptive technology, differentiated practice, and embedded progress monitoring. Lessons in *READ 180 Universal* and *System 44 Next Generation* use high-interest text selections as the context for learning. The library of authentic texts in each program not only build skills; they also bring forth the enjoyment of reading. The powerful adaptive technology in *READ 180 Universal* and *System 44 Next Generation* creates individualized instructional and assessment experiences. The teacher-facilitated, software-led, and independent facets of the programs leverage best practices in literacy intervention and social-emotional learning approaches that fuel students' motivation, persistence, and flourishing self-confidence.

The *READ 180* and *System 44* programs' power to accelerate students' reading skills is identified in studies and reviews. Favorable outcomes on numerous efficacy studies; ESSA levels; positive reviews from the Center for Applied Special Technologies (CAST, creators of the Universal Design for Learning framework), What Works Clearinghouse (WWC), and the American Institutes for Research's Center on Response to Intervention; and endorsements from the Council for Exceptional Children's (CEC) Council of Administrators of Special Education (CASE) extol the quality of HMH's intervention programs. To review the research, illustrated overviews of the programs, and standards correlations, please visit https://hmhco.box.com/v/HenricoVAIntervention0321.

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English 3D

In the event that Henrico County Public Schools is seeking an English Language Development curriculum for LIEP, HMH is providing information about the **English 3D** program. **English 3D**, designed for students at Expanding, Developing, and Bridging levels of English language proficiency (WIDA Levels 3, 4, and 5), accelerates the academic language and literacy skills that are vital to success in school and in life. Developed in partnership with trusted expert Dr. Kate Kinsella of the Center for Teaching Efficacy at San Francisco State University, **English 3D** reignites language growth in students who have stalled in their English development.

The program focuses on the critical skills language learners need to succeed academically. Long-term English Learners need explicit instruction in developing highly portable vocabulary and language functions for use in writing, speaking, and other academic and social contexts. Through the program's guided routines, students increase their academic and content-area vocabulary and focus on critical language conventions. The goal of the program is to re-engage students in school through high-interest, engaging topics that are relevant to the lives and concerns of students in the age range. Targeted *Instructional Routines* for academic vocabulary, writing, reading, speaking and listening help ELs develop, practice, and use language consistently. The program's built-in *Writable* online writing platform provides students with interactive support and three levels of scaffolding. The research-based instruction and learning experiences in **English 3D** help students move beyond their plateaus in English language proficiency.

The program's instructional approach leverages students' previous language learning experiences as strengths and assets in learning English as a second language. The content, routines, and portable language functions in **English 3D** enable all ELs to be a part of a dynamic community of learners that are moving toward college and career readiness. As such, the program aligns to the key points of rigorous English Language Arts and English Language Development standards in language, listening and speaking, reading, and writing. **English 3D** meets the Promising level of evidence for ESSA, and efficacy studies have

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shown its power to increase the language and literacy skills of English Learners. To review the research, standards correlations, and an illustrated overview of *English 3D*, please visit https://hmhco.box.com/v/HenricoVAIntervention0321.

> **2. Materials provided shall be in a print or a blended format; printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.**

Saxon Phonics and Spelling is a print-only program. *READ 180*, *System 44*, and *English 3D* have a blended format. The digital materials coincide with the print materials.

> **3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.**

The grade ranges for the programs being offered by HMH are as follows:

Saxon Phonics and Spelling: Grades K–2
READ 180: Grades 4–12
System 44: Grades 3–12
English 3D: Grades 4–12

> **4. The proposed solutions shall have content scaffolding, to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.**

Saxon Phonics and Spelling

The Saxon approach used in *Saxon Phonics and Spelling* breaks concepts down into related increments and distributes direct, explicit, systematic instruction; continual practice; and cumulative assessment throughout the school year and across grade levels. In keeping with the Saxon philosophy, *Saxon Phonics and Spelling* employs a scaffolded framework and a spiraled approach. concepts in *Saxon Phonics and Spelling* are broken down into

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related increments because smaller pieces of information are easier to learn and more conducive to retaining in memory. The instruction, practice, and assessment of those increments are then systematically distributed across each grade level. Each increment is reviewed throughout the year to provide every child with the exposure needed to achieve success. The **Saxon Phonics and Spelling** program's design ensures students have continuous review and frequent assessment for previously introduced phonics and spelling concepts, even as they encounter new increments of concepts. This approach ensures students truly integrate, use, and retain critical phonics and spelling skills for the long term. This facet of the Saxon pedagogy is fundamental to the program's high level of effectiveness.

The daily lessons for the **Saxon Phonics and Spelling** program consist of three main parts: *Lesson Warm-Up*, *New Increment*, and *Application and Continual Review*. The first part is for reviewing skills, the second is for introducing new concepts, and the third part rotates through different activities. The last part of a lesson includes a preview of the *School/Home Reinforcement* activity. Along with the preview, the last part of a lesson includes (depending on the day), a *Fluency Reader* and *Assessment and Remediation*, a *Decodable Reader*, or small-group *Hands-On Games and Activities*.

In lessons, teachers present direct, explicit instruction, teacher demonstration, and guided practice with immediate corrective feedback. The program supports the definition of explicit instruction put forth by the Center for the Improvement of Early Reading Achievement (2003) as one in which the teacher (1) explains both what the strategy is and when it is useful; (2) demonstrates use of the strategy; (3) provides opportunities for guided practice; and (4) promotes independent application of the strategies. All parts to the lessons have a format that allows teachers a choice between using a model dialogue or summaries of the lesson to deliver their own presentation. The scripted option helps teachers deliver explanations, demonstrations, differentiated guidance, and feedback with clarity and effectiveness. The Teacher's Manuals also offer straightforward support for multisensory techniques. There are helpful *Reminder* notes, *Alternate Activity* options, *Enrichment* options, and *Optional* ideas at point-of-instruction in the lesson plans.

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This brand-new edition of **Saxon Phonics and Spelling** (ready for implementation in Back-to-School 2021–2022) will bring Henrico County Public Schools the same trusted Saxon approach, plus fresh additions:

- New *At-a-Glance* lesson overview tabs every ten lessons to aid navigation in the Teacher's Manuals
- New *English Learners Support* notes and *Options for Differentiation* (Support, Reinforce, and Extend levels) in the Teacher's Manuals
- Easier-to-read lesson pages with a new layout in the Teacher's Manuals
- Updated visuals on the *Review Deck* cards and *Kid Cards*
- Additional articulation supports and updated visuals on the *Spelling Deck* cards
- Items previously offered as add-on purchases—*Fluency Readers* sets in Level A and Level C and *Homework Folders*—now included as standard items in the Classroom Kits

Saxon Phonics and Spelling includes various tools for progress monitoring—diagnostic assessments, formative assessments, and benchmark assessments. Oral and written phonics assessments, sight word evaluations, spelling tests, and optional reading fluency assessments are built into the program are built into the program at regular intervals. Posttests allow schools to evaluate program effectiveness and track student performance. Data-based remediation suggestions are included in the teacher materials. With **Saxon Phonics and Spelling** and its proven method of instruction, practice, and application experiences, Henrico County Public Schools' students will develop strong skills that lead to a lifetime of reading success.

READ 180 and System 44

READ 180 Universal and **System 44 Next Generation** have a blended learning approach to intervention. Their proven models include teacher-facilitated whole-class and small-group instruction, adaptive software-led instruction and practice, and independent reading and activities. Instruction is systematic, with skills within the domains broken down, given ample time, and continuously reviewed.

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The following provides overviews of each program's blended learning model. There is also a variation of the model in which the teacher can implement **READ 180** and **System 44** within the same class period. HMH has also created guidance for implementing **READ 180** and **System 44** during remote or hybrid learning, so interventions can continue without disruption.

READ 180

In **READ 180 Universal**, each student receives an individualized and personalized pathway that is built on a proven model that blends adaptive digital instruction and practice, teacher-led instruction in whole group and small groups, and independent reading and activities. **READ 180 Universal** is available in Stage A (Grades 4–5), Stage B (Grades 6–8), and Stage C (Grades 9–12). Instruction is systematic, with skills within the domains broken down, given ample time, and continuously reviewed. The program's instructional approach integrates the strands of language arts to create cohesive learning experiences and contextual knowledge.

- Used during teacher-facilitated Whole-Group Learning and Small-Group Learning, the **READ 180 Universal** program's *ReaL Book* represents the intersection of high-quality, research-based reading and language instruction. Each of the six Workshops within the *ReaL Book* is guided by an essential question that drives instruction over the course of four to six weeks. Workshops are divided into two parts and include approximately six texts that follow the principles of narrow reading, which involves reading texts with overlapping topics and recurring vocabulary.
Workshop openers set the stage for the learning ahead. Every Workshop begins with a fluency text—a reading selection approximately two to four years below grade level—designed to meet **READ 180 Universal** students at their current levels. A collection of downloadable fluency texts is among the program's many fluency-building resources. Each Workshop includes focus texts that sequentially expand students' content knowledge about a particular subject area while simultaneously developing their literacy skills. Instructional routines guide students to discover personal connections to the focus texts' topics and vocabulary. Teachers provide

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direct instruction and guided practice for using reading comprehension strategies and close reading with the *ReaL Book*.

- The web-based student application provides a personalized path of instruction that gives each struggling reader intensive, individualized learning experiences. Students are systematically guided through six *Zones* that the system personalizes based on the data it collects. These *Zones* include:

    ▲ The *Explore Zone*: In a Segment's *Explore Zone*, students view an *Anchor Video* that helps students build background knowledge for the *Anchor Text* to come. *Anchor Videos* present key vocabulary words with visual content that sparks connections. While in the *Explore Zone,* students also complete interactive *Word Cards* activities and *Knowledge for Reading* activities. These elements in the *Explore Zone* immerse students in a pre-reading experience that promotes their reading comprehension.

    ▲ The *Reading Zone*: The *Reading Zone*'s leveled texts and instructional approach deliver an individualized experience that targets the specific needs of each student. In the *Reading Zone*, scaffolded instruction begins with a special focus on phonics, fluency, vocabulary, and comprehension. Students engage in multiple readings of leveled text, make audio recordings, and learn academic and content-area vocabulary. The read-aloud options provide strong models of fluency. The *Reading Zone*'s vocabulary and comprehension questions offer students adaptive practice that includes various question types and immediate feedback.

    ▲ The *Language Zone*: In the *Language Zone*, students receive systematic instruction in decoding and word recognition as they build automaticity. The *Language Zone* builds and expands students' vocabulary knowledge through activities with words in context, word families, synonyms and antonyms, words with multiple meanings, and figurative language. More than 8,000 words are defined, analyzed, and contextualized for assessment and study.

    ▲ The *Fluency Zone*: The *Fluency Zone* targets students' phonics/decoding skills, sight-word automaticity, and overall fluency. The *Fluency Zone* also helps students make the connection between decoding and encoding through

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practice activities and a *Word Clinic* support feature. The interactive instruction and practice include helpful tips and immediate, corrective feedback. Students hear models of fluent reading at the word and sentence levels, and they record themselves, compare it against the model, and have opportunities to re-record.

▲ The *Writing Zone*: The *Writing Zone* walks students through each stage of the writing process with targeted and scaffolded supports for informative, argumentative, and narrative modes using strategies from the Self-Regulated Strategy Development (SRSD) instructional model developed by Dr. Karen R. Harris and Dr. Steve Graham, who are also on the **READ 180** authorship team. The Software has built-in supports like editable sentence frames and sentence starters, a tool that highlights spelling errors and "tired" words that may need revising, graphic organizers, a scratchpad, and more.

▲ The *Success Zone*: The *Success Zone* unlocks once a student completes the five other *Zones*. Here, students complete a final recording of the *Anchor Text* and apply vocabulary and comprehension skills to passage-specific cumulative tasks. The *Success Zone* includes built-in practice and assessment. Tasks engage students in repeated readings, and then students complete a *Fluency Check* with a final recording of the *Anchor Text*. Each student's passage is at their individual reading level, which is based on their *Reading Inventory* results. Students can listen and re-record until they are satisfied with their reading. Students click to submit the recording to the teacher. Students who have completed the Segment's *Reading Zone* at Levels 4–6 are given an opportunity to read an alternate text (a *Stretch Read*) from the upper range of the Segment's texts.

- The program's Independent Reading rotation is designed to integrate student choice, checkpoints for accountability, and opportunities for teachers to gain insight on student progress. During Independent Reading, students find a comfortable spot and apply their skills to texts at their appropriate level and complete corresponding assignments. Students can choose texts from the *READ 180 Independent Reading Library*. Each stage's library is comprised of 30 paperback titles (fiction and

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nonfiction), 46 digital book titles (nonfiction), five audiobook titles (fiction and nonfiction, every audiobook title comes with four paperback copies), and 36 *eReads* articles (nonfiction). The **READ 180 Universal** Software gives book recommendations for each student, based on reading levels and areas of interest. Students can use the very convenient online Bookshelf tool on Student Central to search for texts by keywords, Lexile range, interests, genre, format, or author. **READ 180 Universal** optimizes the effectiveness of independent reading by providing graphic organizers, text-specific *QuickWrites* and *Interactive Quizzes*, *Independent Reading Projects,* and *Reading Logs.* Motivational elements are built into students' online Bookshelf, as the top of the screen displays the total number of books read, total number of words read, Lexile level, and quiz points earned from passing *Interactive Quizzes.* The teacher materials provide straightforward support for guiding students' reading choices, using the program's resources for Independent Reading, progress monitoring with the Independent Reading Report, and holding one-to-one student conferences to discuss Independent Reading.

- At the end of class, teachers facilitate a brief *Wrap-Up* session that uses growth-mindset-based approaches to guide students' reflection on the day's learning and their successes and challenges.

System 44

System 44 Next Generation builds the foundational skills of students whose reading level is significantly below grade level. This Tier 3 intervention program is available in an Upper Elementary Edition (Grades 3–5) and a Secondary Edition (Grades 6–12). The **System 44 Next Generation** daily routine includes a Whole-Group Instruction followed by rotations of the online adaptive Instructional Software, teacher-facilitated Small-Group Instruction, and Modeled/Independent Reading.

- In each day's Whole-Group Instruction, the teacher uses the *Interactive Teaching System* and Teacher's Edition to engage students in a language warm-up and set the instructional goals and language goals.

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- In Small-Group Instruction, teachers deliver focused, differentiated instruction anchored on high-interest text selections. Students engage in a close reading routine, respond to text-based questions, and write summaries and arguments. During Small-Group Instruction, students use the *44Book*, *Word Building Kit*, *Anchor Videos*, and *Sound & Articulation Videos.*

- In their rotation with the Instructional Software, students receive intensive, individualized instruction and practice through the interactive technology. The web-based Software is adaptive, so the system continuously analyzes each student's interactions and adjusts the content and pacing to fit their needs. This presents each student with an individualized experience throughout each section, or Strand, of the lesson.

  - ▲ *The Code Strand*: The *Code Strand* presents students with direct instruction and individualized practice in the 44 sounds and 26 letters that make up the English language. The most stable and highest-utility sounds are introduced first, and there is a quick presentation of sounds that may be "held" so that students can rapidly blend sounds to make words. Students are guided toward mastery through the four zones with *The Code Strand* that presents instruction and practice to systematically develop reading skills: *Smart Zone*, *Word Zone*, *Spelling Zone*, and the *Fluency Zone*.

  - ▲ *Word Strategies Strand*: The goal of the *Word Strategies* strand is to teach students to recognize common syllable types so they can efficiently decode multisyllabic words. Students also learn that certain letters/groups of letters have meaning, such as adding "s" to the end of the word means more than one, making it plural. Mastering these strategies, tips, and techniques is important to building proficiency.

  - ▲ *Sight Words Strand*: In the *Sight Words* strand, students learn that the English language includes a group of high-utility, high-frequency words, many of which are not decodable. This strand helps build automaticity with these non-decodable words.

  - ▲ *Writing Strand*: With a step-by-step process and the scaffolded support of writing frames, students respond to text-based questions in the *Writing Strand*.

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The system guides them through a four-point rubric that helps them self-assess and revise their work before the publishing phase.

▲ *Success Strand*: In this strand, students begin by watching an *Anchor Video* that builds background knowledge and helps them build mental models of text. They then apply their newly acquired skills and read connected text that is longer, more complex, and more like what they encounter in content-area textbooks. Cloze activities are designed to support the application of comprehension and vocabulary skills.

- In the Modeled/Independent Reading rotation, students find a comfortable spot and read the **System 44** paperbacks, audiobooks, or eBooks. The high-interest leveled texts help students build fluency, vocabulary, comprehension, and confidence. *Interactive Quizzes, Tracking Logs,* and *Response Logs* are included to track student accountability.

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5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.

Saxon Phonics and Spelling

Saxon Phonics and Spelling presents a clearly defined, step-by-step approach to successful instruction. The *Teacher's Manuals* have easy-to-use lesson scripts that outline effective strategies and guidance for differentiating instruction. Suggested teacher verbiage and sample student responses are provided in the lesson plans, and helpful tips are displayed in the page margins. Lesson plans have straightforward guidance for direct instruction, modeling, guiding practice, integrating multisensory techniques, and overseeing independent practice. Explanations of the concepts, helpful *Reminder* notes, *Alternate Activity* options, *Enrichment* options, and *Optional* ideas are included at point-of-instruction in the lesson plans.

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READ 180 and System 44

Teachers can rely on the expertly designed in-program resources in **READ 180 Universal** and **System 44 Next Generation**. Educators will appreciate that the programs provide high-quality, evidence-based direct instruction, differentiated practice, high-interest leveled texts, and precise progress monitoring all in a multi-tiered solution. The Teacher's Editions in **READ 180 Universal** and **System 44 Next Generation** and the *Blended Learning Handbook* in **READ 180 Universal** offer expertly crafted guidance for planning, goal-setting, delivering direct and differentiated whole-group and small-group instruction, modeling, facilitating discussion, cultivating the growth mindset, assessing and progress monitoring, and making data-driven decisions. Each program's *Resources for Differentiated Instruction* offer additional materials that provide support, extension, and language development. The teacher materials and the programs' real-time reports provide comprehensive information that supports decision making.

In **READ 180 Universal**, the Teacher's Edition and the *Blended Learning Handbook* include:

- Frontloaded support for concept mapping
- Proven instructional routines like *Academic Discussion, Vocabulary, Think (Write)-Pair-Share, Analyzing Media, Building Fluency, Close Reading,* and *Peer Feedback*
- *Meeting Individual Needs* strategy
- Embedded professional development resources like *Teaching Moves*
- *Text Complexity Rubrics* and *Scaffolding Trackers*
- *Strategy Toolkits* for supporting close reading
- Language supports, models, and frames for active whole-group and small-group discussions
- Genre-specific strategies that support writing
- Guidance for integrating twenty-first century skills, such as problem-solving, collaborating, creativity, and decision-making
- *Develop Mindset* prompts for guiding students to reflect upon their learning behaviors
- Teaching resources for Independent Reading

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- Formative assessments with prescriptive recommendations in If-Then format
- Intensive support for using data to differentiate

The **READ 180 Universal** teacher materials incorporate proven approaches that develop strong skills across the domains of literacy. *Meeting Individual Needs* strategy notes are included for every lesson in the Teacher's Edition. These notes offer professional support and instructional suggestions for all students, including students with special needs, English learners, and students who use non-standard English. Teachers can also rely on the *Text Complexity Rubrics* and *Scaffolding Trackers, Teacher Moves* notes, *If Nearly There/Then* and *If Not Yet/Then* options that accompany formative assessments, *Additional Examples,* and other elements at point of instruction in the Teacher's Edition. The *Resources for Differentiated Instruction* provides practical professional development and materials for reading skills and strategies, writing skills and conventions, strategies for English learners, and assessment strategies.

In **System 44 Next Generation**, the Teacher's Edition and *Resources for Differentiated Instruction* incorporate proven approaches that develop strong skills in foundational literacy. These components provide teachers with guidance for focused and differentiated instruction, teacher modeling, guided practice, academic discussion and collaborative learning, formative assessment, and data-driven decision-making. *Positive Behavioral Support* strategy notes are included for every lesson in the Teacher's Edition. These notes offer professional support and instructional suggestions for students with special needs, and English learners. The Teacher's Edition provides straightforward guidance for engaging all students in the structured learning habits of the program's *Instructional Routines*. Teachers can also rely on the *Using Data to Differentiate* notes for advice on making sound decisions about instruction and grouping.

In **System 44**, the instruction is specially designed for teaching students in Grades 3–12 who have not mastered the foundational reading skills taught in the early grades. The teacher notes present age-appropriate techniques and social-emotional learning approaches that help students instill a newfound confidence while building their literacy skills. There is

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comprehensive guidance for delivering differentiated instruction and maintaining students' engagement and motivation. The *Resources for Differentiated Instruction* in **System 44** provides practical professional development and materials for reading skills and strategies, writing skills and conventions, strategies for English learners, and assessment strategies.

The **READ 180** and **System 44** programs' teacher and student resources are designed for ease of use. The resources make use of headings, color coding, and user-friendly layouts. The teacher materials provide straightforward guidance and directions for delivering differentiated instruction, modeling, facilitating shared/guided practice, monitoring independent practice/application, and delivering all phases of instruction and intervention. The citations, cross-references, and links help teachers get to connected resources quickly.

READ 180 Universal and **System 44 Next Generation** also excel at supporting teachers' practice of using data to make instructional decisions. The system delivers real-time data to teachers, administrators, and students. Teacher Central and Leader Central offer a variety of snapshots and full-length reports with data that shape instructional decisions. Data about performance, growth, and usage are displayed in easy-to-ready formats. Teachers can generate reports at the class and student levels, and administrators can generate reports at the district, school, grade, teacher, class, and student levels.

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6. **Instructional materials for students receiving interventions shall include leveled materials that cover an appropriate range of reading levels and provide engaging, age-appropriate, and high-interest tasks that support and remediate basic skills. Activities are linked to diagnostic assessments.**

Saxon Phonics and Spelling*, ***READ 180***, and **System 44** include leveled texts that cover a wide range of readability levels. **Saxon Phonics and Spelling** includes *Fluency Readers* and *Decodable Readers. ***READ 180** and **System 44** each include a workbook with text selections and an *Independent Reading Library* composed of ebooks, audiobooks, paperbacks, and articles. The titles in the **READ 180** library have a Lexile range from 210L to 1380L. The titles in the **System 44** library range from 100L to 450L. **System 44** also includes

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the *Decodable Digest*, a collection of decodable texts. Every title in the **READ 180** and

System 44 *Independent Reading Libraries* has corresponding tasks, such as an *Interactive Quiz* and a *QuickWrites* assignment. The texts in the *READ 180 ReaL Book* and *System 44 44Book* workbooks have corresponding discussion questions, writing assignments, and performance-based tasks.

> 7. **Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replacing or duplicating it. Tier II is not a VA SOL remediation program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.**

The programs being offered as Tier 2 interventions, **Saxon Phonics and Spelling** and

READ 180 target skills deficits and enhance—not replace—Tier 1 core instruction. The

standards alignments are available at https://hmhco.box.com/v/HenricoVAIntervention0321.

> 8. **Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation. Materials will be consistent across the school division and correlated to essential reading components.**

Saxon Phonics and Spelling Components

Classroom Kits: Kindergarten Kit, Grade 1 Kit, and Grade 2 Kit in crates on dolly with

casters. Each grade-level Classroom Kit includes:

- Teacher Materials
    - ▲ Teacher's Manuals
    - ▲ Teacher Resource Binder (includes copymasters)
- Classroom Materials (non-consumable)
    - ▲ Two sets of Level A and Level C Fluency Readers, four sets of Level B Fluency Readers (120 books)
    - ▲ Kid Cards with storage container

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- ▲ Review Decks with storage container: Grades K–2 include letter, picture, spelling, sight word cards; Grades 1 and 2 also include affix, alphabet/accent cards

- ▲ Wall Cards: Grades K–2 include alphabet, vowel rules, spelling rules, syllable division

- ▲ Wall Posters: Grades K–2 include colors, numbers, classroom management; Grades 1 and 2 also include letter clusters; Grade 2 also includes sight words

- Student Materials for 24 students (consumable)

  - ▲ Student worksheets and assessments with file folders

  - ▲ Black-and-white Decodable Readers (Kindergarten – 16 books, Grade 1 – 52 books, and Grade 2 – 26 books)

  - ▲ Alphabet handwriting strips

  - ▲ Letter tiles (Grades K and 1)

  - ▲ Spelling Dictionary and Reference Booklets (Grades 1 and 2)

  - ▲ Homework Folders

READ 180 Components

- Student Achievement Manager (SAM) is a web-based platform and learning management system that houses all of the digital components, rosters and classroom management tools, and resources in a centralized location.

- Student Central

  - ▲ Online *READ 180 Universal* Student Application

  - ▲ Digital ReaL Book

  - ▲ Bookshelf

  - ▲ Digital READ 180 Universal Independent Reading Library

  - ▲ Assessments and assignments

- Teacher/Leader Central

  - ▲ Digital Teacher's Edition and Resources for Differentiated Instruction

  - ▲ Observe Board; Groupinator; Flightboard (customizable, projectable screen with rotation group information for students); Assignment Board (screen for

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assigning, reviewing, and commenting on student work; shows scores for
assessments, writing activities, and fluency recordings); Teacher Bookshelf

▲ Assessments

▲ Data and reporting tools

▲ Instructional Routines, Teaching Resources for Independent Reading,
Teacher Supports for Student Application, additional activities for each
Workshop, and additional Instructional Tools

▲ Professional Learning Videos and research documents

▲ Family letters

- Print materials: ReaL Book student workbooks, ReaL Book Teacher's Editions,
Blended Learning Handbook, Assessment & Analytics Guide, Professional Learning
Guide, Classroom Posters, paperbacks for the Independent Reading Library

9. **Materials used for Tier II or III Intervention may not be grade-level-specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.**

The *Saxon Phonics and Spelling* program's kits are labeled by grade level. However,
teachers can use the materials flexibly throughout Grades K–2. *READ 180* is available in
three "Stages," which correspond to grade ranges—Stage A (Grades 4–5), Stage B (Grades
6–8), and Stage C (Grades 9–12). Each Stage features topics and text selections that are
age-appropriate for students in those grade ranges. *System 44* has an Upper Elementary
Edition (Grades 3–5) and a Secondary Edition (Grades 6–12). Like *READ 180*, the topics
and text selections in each edition were chosen to appeal to the respective age ranges of
students.

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> **10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should target specific academic deficits.**

The *System 44* Tier 3 intervention targets foundational reading skills and provides intensive, explicit, systematic instruction. The program is shaped by research, such as the work of Dr. Sally Shaywitz, author of *Overcoming Dyslexia*. Shaywitz's groundbreaking work in dyslexia is threaded through *System 44*. The program delivers direct, explicit, systematic, and cumulative instruction; continuous progress monitoring and adaptations to each student's individualized learning plan; multisensory approaches; and spiraled review and practice. Other researchers and practitioners on the authorship team include Dr. Ted Hasselbring, a leader in educational technology research and development; Dr. Kevin Feldman, expert in literacy and intervention; Dr. Marilyn Jager Adams, an instrumental researcher in the area of foundational literacy and phonics; Dr. Kate Kinsella, academic vocabulary and English language instruction expert; Dr. Julie Washington, a leading authority on articulation and standard classroom English; and other influential contributors that include Dr. Laura Goin, Dr. Marilyn Adams, Dr. Laurie Cutting, Dr. Alison Bruhn, Dr. Steve Graham, and Dr. Karen Harris. The following are examples of the *System 44* intervention's focus on foundational skills:

- Phonological Awareness: *System 44* works to develop and sharpen phonological awareness skills through direct, explicit, systematic instruction and individualized practice. In its scope and sequence, *System 44* includes direct instruction on speech-sound identification and the aural discrimination of sounds in isolation, within words, and within syllables. The program targets blending, segmenting, manipulation (addition, substitution, deletion), identifying sounds and syllables, rhyming, and other phonological awareness skills and strategies. For example, the *System 44* software delivers multiple models and engages students in phonological awareness activities that focus on listening/responding, onset-rime recognition, and word/syllable recognition. *System 44* also delivers direct, explicit, and systematic instruction and practice for phonemic awareness skills, including sequencing and categorization.

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- Phonemic Awareness: **System 44** delivers research-based, explicit, scaffolded, and systematic instruction in the 44 speech phonemes of English, providing the foundational literacy skills that are essential to the academic success of all struggling readers. The instructional sequence for **System 44 Next Generation**'s phonemic awareness lessons presents the most stable, most frequently occurring, most useful sounds first so that students can quickly begin to experience success when connecting sounds to letters and decoding words.

  With the *44Book*, teacher-led SMART (Strategies for Metacognition, Academic Language, Reading, and Thinking) lessons provide direct instruction and metacognitive-skill training for phonemic awareness skills and strategies. The program's teacher-led lessons and adaptive technology provide intensive training in sound-symbol associations. Instruction and modeling help students build aural discrimination among sounds and identify the letters that represent them. Audio and visual effects, such as images, animation, context sentences, and Spanish translations, provide support for students as they blend and read new words. Correct pronunciation and articulation of phonemes is reinforced by the teacher as well as with the program's video models.

  In the adaptive software, The Code Strand presents explicit instruction based on a comprehensive scope and sequence. Direct instruction and interactive practice embedded in the Software further develops students' phonemic awareness skills in the context of decoding, or word identification, and encoding, or spelling. For example, the Software engages students in auditory and visual phonological awareness activities, such as word/syllable recognition, onset/rime recognition, and listening/responding.

- Phonics: Phonics is a main target of **System 44 Next Generation**. It builds the foundational skills of older readers through direct, explicit, systematic, and cumulative instruction; guided and independent practice; and authentic application experiences. As mentioned, the scope and sequence first introduces grapheme-phoneme combinations that are the most stable, most useful for making words, and most frequently occurring. The **System 44 Next Generation** Software guides students as they practice routines and develop automaticity, and the teacher-led instruction then

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scaffolds students in transferring newly acquired decoding skills to novel words and connected text on the computer and in the *44Book*, *System 44 Independent Reading Library* books, and the *Decodable Digest*.

Teacher-led SMART lessons help students build metacognitive literacy skills, decoding knowledge, and word strategies by directly teaching foundational phonics principles and essential concepts. Students have many opportunities to use visual, auditory, kinesthetic, and tactile modalities to build and strengthen phonics skills. For example, the *Resources for Differentiated Instruction* include teacher-facilitated small-group lessons that engage students in hands-on word-building with the program's letter tiles. Students use the *Word-Building Kit* to manipulate letters and morphemes and build words. This visual/tactile activity builds phonics skills as students add and subtract phonemes/morphemes. Students use the *44Book* worktext during teacher-facilitated instruction. The expertly crafted activities and embedded scaffolds use the research-based approaches that help build students' proficiency.

System 44 Next Generation gets challenged readers to actively apply decoding strategies from the start. The program presents instruction and practice in morphological skills and syllabication through the contexts of decoding and encoding to maximize students' growth in reading and spelling essential words across the curriculum. Early in the instructional sequence, *System 44* arms students with word attack strategies so they can begin decoding multisyllabic words. Students learn about syllabication and its power to aid in decoding and meaning-making. Teacher-led lessons also target syllabication by working on skills such as counting the beats in a spoken word, identifying the graphemes in the syllables, and blending syllables to read a word. Teachers can rely on the robust instructional support in the Teacher's Edition and the *Resources for Differentiated Instruction*, which provide step-by-step guidance for teaching all syllable types. Using words within the context of the texts, students are asked to identify syllable patterns to reinforce decoding and comprehension. To add to this strategy, *System 44* teaches students to identify morphemes (prefixes, root words, suffixes) that help to chunk words and determine their meanings. In the software's Smart Zone, a direct instruction video explains key concepts about word parts, syllable types, and word attack strategies. Students learn

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to look for the morphological units, count the "vowel spots" (sometimes called "talking vowels") to identify syllables, break the words into syllables, read each syllable, and read the word. Skill-building in the area of syllables continues in the Software. In the software's Smart Zone, a direct instruction video explains key concepts about word parts, syllable types, and word attack strategies. The Software's Word Strategies Strand includes lessons that build word-attack skills through a focus on syllable patterns and syllabication. In the *Word Splitter* activity, students are asked to determine the number of syllables by first identifying the vowel in the base word. Next, they read each syllable or word part; then they read the whole word. The lessons offer immediate, corrective feedback as students learn to consciously apply strategies and use morphology skills to read, understand, and spell multisyllabic words.

Teacher-led and Software-facilitated phonics instruction consistently promotes decoding to make meaning. For example, in the Word Zone's *Sentence Fill-in Activity*, students distinguish between correct and incorrect usage. Students apply knowledge of word meaning in context by matching images with sentences in the *Word Meaning Match Activity* of the Word Zone.

System 44 presents students with opportunities to immediately apply what they have learned. Students practice and apply decoding skills in the *44Book*, the adaptive Software, paperbacks, eBooks, and the *Decodable Digest.* The *Decodable Digest* is especially useful for helping reluctant readers tackle text independently. This component includes two passages for every sound/spelling correspondence taught in the program. Each selection has at least 75 percent decodable text and is presented in highly engaging graphic novel format. The *Performance Tasks* and *Research Projects* also give students unique opportunities to apply skills.

- Fluency: **System 44 Next Generation** develops the decoding and sight-word reading skills needed for fluent reading. The program engages students in research-based methods for building fluency and automaticity. To help teachers plan fluency-boosting facets across the week, the teacher materials include a *Fluency Practice CheckPoint Model*, which lays out a plan for integrating teacher observations, fluency assessment, and additional scaffolded practice for fluency. Focus is also given to

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developing automaticity with sight words. During teacher-led instruction and in the online Sight Words Strand, students work on building fast and automatic recognition skills for sight words with the highest utility/frequency. These exercises help students master those words more rapidly, adding to their ability to accelerate through the program.

System 44 Next Generation provides students with high-quality resources for practicing fluent reading. Throughout ***System 44 Next Generation***, students build fluency through elements like the Fluency Zone, *44Practice Pages, Word-Building Kit* activities, *S.M.A.R.T. Lessons, Oral Fluency Assessments,* and fluency practice with *Success Passages* and the *Decodable Digest.* The *Decodable Digest* is an especially useful resource that exercises decoding skills, fluency, and comprehension simultaneously through the use of high-interest passages. In ***System 44 Next Generation***, students hear models of fluent reading from the teacher and from audio in the Software, eBooks, and audiobooks. In the Software's Fluency Zone, interactive experiences get students to build reading speed through repeated reading and activities that strengthen careful reading. The technology gives students opportunities to record themselves reading, evaluate their own fluency, re-record, and submit the recordings to the teacher for feedback. The *System 44 Independent Reading Library* provides students with appropriately leveled, engaging texts with which to apply their skills.

- Vocabulary: Teacher-led instruction, the *44Book, Anchor Videos,* the online Smart Zone and Success Strand, and the *Resources for Differentiated Instruction* target vocabulary development. New words are introduced in small, manageable amounts. Morphology is taught directly, and students use the morphemic analysis strategies they have learned to try to unlock the meaning of new words.

Every lesson in the *44Book* includes instruction and routines for pre-teaching vocabulary words that students will encounter in the lesson's texts and the Software. *Anchor Videos* provide background knowledge that helps students build mental models for unknown words. To support students' memory for new vocabulary, ***System 44*** presents illustrations, video clips, and/or audio for over 2,000 words. With direct, explicit instruction and repeated exposures in multiple contexts, students

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acquire new vocabulary words that expand their knowledge and boost success in the content areas. The Teacher's Edition includes Language Goals and lesson-specific guidance for facilitating the Teaching Vocabulary Routine and the *Build Word Knowledge* and *Word Families* activities. In addition, every Code Lesson and Word Strategies Lesson in the *Resources for Differentiated Instruction* have five target words and multiple additional words.

- Comprehension: **System 44 Next Generation** provides direct instruction and modeling for comprehension, as well as expertly designed activities and materials for guided practice and independent application. The program presents a personalized learning progression that builds an individualized staircase of increasing text complexity. *Anchor Videos* support students' ability to build background knowledge and access increasingly challenging text. **System 44 Next Generation** gives students access to multiple text types, allowing them to develop word knowledge across a range of contexts. The *44Book* includes eight modules of texts that cover a broad range of genres and text types. The topics involve science, social studies, and life skills, and there is an emphasis on nonfiction. Each *44Book* module includes a fiction and nonfiction *Stretch* text that is read aloud, exposing students to thought-provoking, grade-level text. With modeling and guidance, students use a close reading routine that includes multiple reads of the text. Questions that follow require students to support their answers with textual evidence. After each reading, students receive explicit instruction and practice in summarizing, either orally or in writing. The *System 44 Independent Reading Library* provides students with daily opportunities for modeled and independent reading of high-quality fiction and nonfiction. Each library includes a range of leveled, age-appropriate titles ranging from 100 Lexile measures (L) to 450L, targeting decoding skills and strategies to promote comprehension and build vocabulary and content-area knowledge. The *System 44 Independent Reading Library* offers texts in three formats—paperbacks, audiobooks, and eBooks—designed to support anytime/anywhere reading. Each leveled text includes embedded comprehension questions that guide students' thinking, understanding, and discussion. The *System 44 Independent Reading Library* includes resources that measure students' understanding of what they have

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read. Those elements include *Comprehension* activities and scaffolds, *QuickWrites*, *Discussion Questions*, and *Interactive Quizzes* for every title. Each *44Book* module culminates in a performance-based task. Students produce a range of writing types synthesizing what they have read and apply that knowledge to a research question. Students engage in multiple steps to complete the project, including collaborating with peers to brainstorm ideas, gathering evidence, and practicing and refining writing and presentation skills.

Technical Requirements

Please see Tab 5 (Technical Administration, User Interface, Security Integration, and Devices) for responses to all the RFP's technical criteria.

OFFEROR QUALIFICATIONS, EXPERIENCE, RESUMES, AND FINANCIAL CAPACITY

> **a. Years in business, outlining the company history and experience providing services requested in the RFP**

Houghton Mifflin Harcourt (HMH) traces its origins to 1832, when William Ticknor purchased the Old Corner Bookstore in Boston with his first publishing partner, John Allen. For the next 32 years until his death (on a publicity tour with Nathaniel Hawthorne), Ticknor took on a series of partners and his company went through several name changes, the most familiar being Ticknor & Fields. Many of the giants of 19th-century American literature, including Hawthorne, Henry David Thoreau, Ralph Waldo Emerson, Henry Wadsworth Longfellow, and Harriet Beecher Stowe, were on their list.

Key milestones include:

- Henry Oscar Houghton arrived in Massachusetts from Vermont and established a printing company, The Riverside Press, in 1852 in Cambridge, where he quickly established a reputation for quality printing.
- In 1864, Houghton teamed up with New Yorker Melancthon Hurd and established the publishing company Hurd & Houghton.
- In 1878, they merged with Osgood & Co, the successor to Ticknor & Fields.
- In 1880, the Houghton Mifflin Company was established with the elevation of junior partner George Mifflin to full partnership. They established an educational division in 1882 and immediately began publishing the Riverside Literature Series for use in schools.
- In 1908 the company was incorporated in the state of Massachusetts. Meanwhile, in New York City, Alfred Harcourt and Donald Brace left their jobs at Henry Holt & Company in 1919 and founded their own publishing company, first called Harcourt, Brace & Howe, then Harcourt, Brace & Company when educational editor William

Howe left after a year. They quickly established themselves as major players, publishing John Maynard Keynes, Virginia Woolf, Carl Sandburg, and Sinclair Lewis, the first American to win the Nobel Prize in literature.

- In 1948, Harcourt Brace acquired Reynal & Hitchcock, publisher of Antoine de Saint-Exupéry and P.L. Travers.
- In 1960, Harcourt Brace merged with the World Publishing Company and changed its name to Harcourt, Brace & World, changing it again ten years later to Harcourt Brace Jovanovich (HBJ) to honor its president and chairman, William Jovanovich.
- In 1986, Harcourt Brace Jovanovich purchased the educational publishing division of Holt, Rinehart & Winston.
- In 1994, HBJ purchased McDougal Littell, and D.C. Heath and Company was purchased in 1995.
- Steck-Vaughn joined the Harcourt Brace Jovanovich family in 1997.
- HBJ was acquired by Reed Elsevier in 2001.They joined forces with Heinemann and Rigby as Harcourt Education.
- Saxon Publishers joined Harcourt Education in 2004.
- In 2007, Houghton Mifflin acquired Harcourt Education, and HMH was born.
- In 2013, HMH Company became a publicly traded company on the NASDAQ Global Select Market (NASDAQ: HMHC).

b. Experience with a project of this magnitude

HMH has a rich history of success in the delivery of exceptional resources, professional development services, and support in projects similar to Henrico County Public Schools' project. Please see Tab 9, "References," for contact information of customers who can share the details of their experiences and outcomes with HMH's products and services.

c. Evidence of financial stability

HMH has the financial stability and corporate resources to implement and fully support customers' large-scale educational programs and projects. With more than $1.4 billion in annual revenue, HMH is a leading provider of educational content in the United States. A copy of our most recent financial report, *HMH 2019 Annual Financial Report,* includes comprehensive financial statements for the past three fiscal years. This document may be viewed at https://ir.hmhco.com/investors/financial-information/annual-reports-and-proxy-statements/default.aspx.

d. Experience with development of digital content aligned with Virginia SOLs

HMH has extensive experience in developing standards-aligned content. The materials being offered to Henrico County Public Schools align with the Virginia Standards of Learning, and the correlations are available at https://hmhco.box.com/v/HenricoVAIntervention.

e. Experience in K–12

Serving the educational needs of students, teachers, and schools since 1832, Houghton Mifflin Harcourt is among the world's largest providers of Pre-K–12 education solutions. We believe that lifelong learning is inspired by curiosity. Our challenge and passion is to combine cutting-edge research, editorial excellence, technological innovation, and professional development services to improve teaching and learning environments and solve complex educational challenges. HMH delivers interactive, results-driven education solutions to 50 million students in 150 countries. With more than 135 years of experience in the publication and support of high-quality educational products, we take pride in our ability to work closely with state and district customers to provide valid, reliable, and equitable solutions that lead to increased achievement for *all* students. HMH's many years of experience are brought to bear in the provision of innovative products and services to meet the unique educational needs of each customer.

> **f.** **Evidence of research demonstrating the validity of the techniques, materials, and interventions presented, to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel**

Please visit https://hmhco.box.com/v/HenricoVAIntervention0321 to access research documents for the programs. The research includes efficacy studies performed by third-party organizations, What Works Clearinghouse reviews (*READ 180*), and a National Center on Intensive Intervention review (*System 44*).

> **g.** **Number of current customers**

HMH currently serves thousands of customers in the United States and internationally. With more than 135 years of experience in the publication and support of high-quality educational products, we take pride in our ability to work closely with state and district customers to provide valid, reliable, and equitable solutions that lead to increased achievement for all students. HMH's many years of experience are brought to bear in the provision of innovative products and services to meet the unique educational needs of each customer.

As a leading provider of PreK–12 education content, services, and cutting-edge technology solutions across a variety of media, HMH creates engaging and effective educational content and experiences from early childhood to beyond the classroom. HMH serves more than 50 million students in over 150 countries and supports educators worldwide. HMH Professional Services offers leadership, mathematics, literacy, and intervention solutions to provide unmatched support to school districts in all 50 states and throughout the world. Together, we offer a team of the country's top leadership and instructional specialists, working shoulder-to-shoulder with educators to develop great leaders, foster effective teaching, and transform school performance. HMH provides effective instructional content designed to inspire curiosity in students and teachers alike. We focus on instructional excellence as the driver of student success and forge student-centered partnerships with schools and districts in

support of our mission to provide all learners with a quality education and the opportunity for lifelong success.

h. Number of employees proposed for the development and ongoing processes, including training

HMH has significant experience in successfully implementing and supporting educational resources and professional learning services in divisions with similar specifications and characteristics Henrico County Public Schools. HMH Account Executive Robin Lauver and HMH Sales Director Marty Krievs are committed to providing you with superior customer service. Ms. Lauver and Mr. Krievs, as well as your Director of Professional Services Heather Bender, will work closely with you to ensure all phases of the project are focused on the Division's goals, expectations, and timeline. HMH is confident that we can deliver the right mix of product knowledge and experience, technological resources, and pedagogical expertise to ensure the success of this project.

HMH believes that every successful project must be supported by exceptional resources. Our team of approximately 2,800 development, implementation, and support professionals are well-versed in education and in tailoring our processes to best meet the needs of each customer. Our office-based staff is augmented by a nationwide network of consultants, sales representatives, professional development personnel, and regional management. These teams have extensive experience working onsite with a wide range of clients, including state agencies, large school districts, and individual private schools to ensure they are realizing the full potential of our products and tools.

i. Resumes of proposed staff that would be assigned to this project

The individuals listed below are part of our large cadre of highly qualified staff and consultants. While we have not yet identified all of the staff members who might work on this project, should HMH be selected, the following individuals are representative of the caliber of

the team of consultants who could be made available to work with the Division to provide the personalized learning support services described throughout this proposal. Resumes for these staff members and your dedicated sales representatives are submitted with this proposal.

- Heather Bender, Director of Professional Learning
- Jana Crosby, Instructional Coach
- Paul Feucht, Instructional Coach
- Gaytha Harris, Instructional Coach
- Teri Harris, Instructional Coach
- Joquita McKibben, Instructional Coach
- Albert Morton, Project Manager
- Kimberly Olive-Torrance, Instructional Coach

For this specialized project, we have selected consultants with strong backgrounds and experience in literacy intervention. These consultants are certified in online delivery of professional learning and use best practices for adult learning.

SERVICE APPROACH AND IMPLEMENTATION

> **a. A sandbox environment for any digital proposed solutions for the committee to use for evaluation**

Listed below are usernames and passwords that reviewers can use to access the student and teacher demonstration sites of Houghton Mifflin Harcourt's (HMH) proposed programs for Henrico County Public Schools. Walkthrough Guides for *READ 180 Universal*, *System 44 Next Generation* and *English 3D* are located in Appendix B.

Student Access

USER_NAME	PASSWORD	CLASS_NAME
s_henricor180a	Welcome1	Henrico READ 180 U Stage A
s_henricor180b	Welcome1	Henrico READ 180 U Stage B
s_henricor180c	Welcome1	Henrico READ 180 U Stage C
s_henricos44sec	Welcome1	Henrico System 44 NG Upper Elementary
s_henricos44ue	Welcome1	Henrico System 44 NG Secondary
s_henricoe3da1	Welcome1	Henrico English 3D Course A Volume 1
s_henricoe3da2	Welcome1	Henrico English 3D Course A Volume 2
s_henricoe3db1	Welcome1	Henrico English 3D Course B Volume 1
s_henricoe3db2	Welcome1	Henrico English 3D Course B Volume 2
s_henricoe3dc	Welcome1	Henrico English 3D Course C

Teacher Access

USER_NAME	PASSWORD	PROGRAM
t_henricor180a	Welcome1	READ 180 U Stage A
t_henricor180b	Welcome1	READ 180 U Stage B
t_henricor180c	Welcome1	READ 180 U Stage C
t_henricos44sec	Welcome1	System 44 NG Upper Elementary
t_henricos44ue	Welcome1	System 44 NG Secondary

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t_henricoe3da1	Welcome1	English 3D Course A Volume 1
t_henricoe3da2	Welcome1	English 3D Course A Volume 2
t_henricoe3db1	Welcome1	English 3D Course B Volume 1
t_henricoe3db2	Welcome1	English 3D Course B Volume 2
t_henricoe3dc	Welcome1	English 3D Course C

b. Samples of the instructional materials (printed format) that are being offered

As part of this proposal, HMH has submitted samples of print-formatted materials to Henrico County Public Schools.

c. A projected schedule for performing key phases of the project, including estimated timeframe

Delivery

Customers in the United States can expect to receive their items 5–10 business days after HMH receives the purchase order. When a purchase order is received, customer service agents place the order into the inventory system. The items on the purchase order are immediately removed from stock. The shipment leaves the warehouse within 2–5 business days. The warehouse management system decides what would be the quickest and most cost-effective method of shipping. Depending on weight, most packages will ship by UPS. Freight items may ship by FedEx Freight or UPS Freight. HMH can expedite shipping (e.g., Second Day or Next Day) for an additional charge.

Recommended Classroom Implementation Models

Districts that implement HMH programs with fidelity to the research-based instructional models see the best gains in student achievement. The list below provides guidance on best-practice school-level implementation metrics for successful implementations:

READ 180 Universal	
Fidelity Metric	**Recommended Best Practice**
Scheduling	• Daily for at least 45 minutes
Class Size	• No more than 21 students
Functioning Technology	• Computers for 1/3 of the class • Headphones and microphones for each computer or device • Three tablets and/or additional computers per classroom for eBooks • Working links for HMH Teacher Central and HMH Student Central • Hardware with speakers to project the Digital Teacher's Edition and Anchor Videos
Appropriate Materials Available	• Teacher print materials • Complete classroom library • *ReaL Book* for all students
Professional Learning	• *Getting Started with READ 180 Universal* • *Getting Started eLearning* • Professional Learning • Job-Embedded Coaching

System 44 Next Generation	
Fidelity Metric	**Recommended Best Practice**
Scheduling	• Daily for 45–60 minutes
Class Size	• No more than 15 students
Functioning Technology	• Computers for 1/3 of the class • Headphones and microphones for each computer or device • Three CD players per classroom • Working links for Teacher and Student Access Screens • Hardware with speakers to project the Digital Teacher's Edition and Anchor Videos
Appropriate Materials Available	• Teacher print materials • Complete classroom library • *44Book for all students*
Professional Learning	• *Getting Started with System 44 Next Generation* • Professional Learning • Job-Embedded Coaching

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It is also important to consider student entrance and exit criteria for each program.

Professional Learning—Sample Implementation Plan

One of the hallmarks of HMH's offerings is our flexibility and willingness to tailor the structure of our curriculum resources and services to best meet the needs of each customer. Together, we will craft an implementation plan for Henrico Public Schools to ensure you have the supports your teachers, leaders, and ultimately your students, need. The plan is monitored carefully throughout the life of the partnership and evolves as needs are identified and goals are adjusted. Below you will find one suggestion for implementation. For detailed information about professional learning options, please see Tab 7, Training and Professional Development.

Henrico County Public Schools		
Year 1		
Timeline	**Best Practices for Professional Services**	**Audience**
Ongoing	Implementation Planning Meeting Utilization Meeting Mid-Year Meeting End-of-Year Meeting Data Analytic Services	Division staff and school leaders
Implementation Launch Summer/Fall	**Pre-Implementation Training** *Getting Started with READ 180 Universal* • Six, flexible, live, online hours • Up to 35 participants per session • Participant Guide included as part of the learning • Train-the-trainer available *Getting Started with System 44 Next Generation* • Six, flexible, live, online hours • Up to 35 participants per session • Participant Guide included as part of the learning • Train-the-trainer available	Teachers, literacy coaches, and Division staff

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Henrico County Public Schools		
	Getting Started with Saxon Phonics and Spelling • Two, live, online hours • Up to 35 participants per session • Participant Guide included as part of the learning • Train-the-trainer available	
Sessions held throughout the school year Arranged in partnership with the Division	**Coaching Membership with *Coaching Studio*** Coaching is a collaborative conversation, focused on deepening understanding of student work, student learning targets, instructional practices, goal setting, and action steps. • Thirty-two (32) live, online, 30-minute coaching sessions • Twenty (20) one-year *HMH Coaching Studio* licenses • Up to 20 participants	Teachers, literacy coaches
Ongoing	**Teacher Central** Embedded Supports	Included for life of adoption
Years 2–5		
Timeline	**Best Practices for Professional Services**	**Audience**
Ongoing	Implementation Planning Meeting Utilization Meeting Mid-Year Meeting End-of-Year Meeting Data Analytic Services	Division staff and school leaders
Implementation Launch Summer/Fall	**Training for New Teachers and Literacy Coaches** *Getting Started with READ 180 Universal* • Six, flexible, live, online hours • Up to 35 participants per session • Participant Guide included as part of the learning • Train-the-trainer available *Getting Started with System 44 Next Generation* • Six, flexible, live, online hours • Up to 35 participants per session • Participant Guide included as part of the learning • Train-the-trainer available *Getting Started with Saxon Phonics and Spelling* • Two, live, online hours • Up to 35 participants per session • Participant Guide included as part of the learning • Train-the-trainer available	Teachers, literacy coaches, and Division staff

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H e n r i c o   C o u n t y   P u b l i c   S c h o o l s ,   V A
R T I   R e a d i n g   C u r r i c u l u m   f o r   K – 1 2   T i e r   I I   a n d   T i e r   I I I ,
R F P   # 2 1 - 2 1 1 4 - 2 E M F
S e r v i c e   A p p r o a c h   a n d   I m p l e m e n t a t i o n

Henrico County Public Schools		
Sessions held throughout the school year Arranged in partnership with the Division	**Coaching Membership with *Coaching Studio*** Coaching is a collaborative conversation, focused on deepening understanding of student work, student learning targets, instructional practices, goal setting, and action steps. • Thirty-two (32) live, online, 30-minute coaching sessions • Twenty (20) one-year *HMH Coaching Studio* licenses • Up to 20 participants	Teachers, literacy coaches
Ongoing	**Teacher Central** Embedded Supports for ***READ 180 Universal*** and ***System 44 Next Generation***	Included for life of adoption

d. Any agreements that HCPS may be required to agree to as part of a contract, should your firm be awarded the contract (i.e., Service Level Agreement)

Any signed agreement takes precedent over conflicting end user terms. Please see the HMH privacy policy at https://www.hmhco.com/privacy-policy and terms of purchase at https://www.hmhco.com/terms-of-purchase.

e. Any terms and conditions the end user is required to accept

For your review, HMH's standard terms and conditions for K–12 programs and professional services are available at https://www.hmhco.com/terms-of-purchase.

f. Discuss how parental consent is handled, if required

HMH does not require consent from parents/guardians.

g. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates

Please see the response to Criterion "c."

TECHNICAL ADMINISTRATION, USER INTERFACE, SECURITY INTEGRATION, AND DEVICES

a. Provide evidence of the ability to accommodate concurrent users, based on data collected from a similar environment.

Houghton Mifflin Harcourt (HMH) platforms are hosted by Amazon Web Services (AWS), which uses a scalable hosting architecture. AWS can support concurrent connections far beyond the Student Achievement Manager (SAM) system's actual usage. All HMH platforms are responsive applications, global in scale, and currently support over a million users on a daily basis. This will enable us to easily support 60,000+ concurrent Henrico County Public Schools' (HCPS) users and provide the Division with an optimal digital learning experience.

SAM and SAM-based programs operate over TCP/IP networks including wireless (802.11.a, g, n). Please note that when employing a wireless network, it is important not to overload the access point with too many connections, or student sessions may be dropped. We recommend using an average of 256 kbps of bandwidth per concurrent workstation or mobile device. Average, peak, and initial bandwidth requirements vary greatly depending on the product and the usage. No matter how fast the network connection between workstation and server is, if other bandwidth-intensive activities (VoIP, streaming video, audio downloads, database backups, etc.) are running on the network at the same time, program performance may suffer. Packet-shaping techniques on heavily trafficked networks are also recommended, as well as an industry-standard switched network for optimal performance.

b. Explain how accounts are maintained in the system and how automated provisioning of users and accounts is supported.

HMH supports an automated roster-management feature for secure data integration and account provisioning. SAM currently supports the following Self-Service rostering methods: Manual CSV Rostering, Auto-Import Utility, and Manual. If HCPS does not wish to roster

H e n r i c o   C o u n t y   P u b l i c   S c h o o l s ,   V A
R T I   R e a d i n g   C u r r i c u l u m   f o r   K – 1 2   T i e r   I I   a n d   T i e r   I I I ,
R F P   # 2 1 - 2 1 1 4 - 2 E M F
T e c h n i c a l   A d m i n i s t r a t i o n ,   U s e r   I n t e r f a c e ,   S e c u r i t y
I n t e g r a t i o n ,   a n d   D e v i c e s

using our Self-Service methods, we provide more options available around OneRoster API and other data feeds through ClassLink, HMH's partners for non-self-service Rostering and SSO solutions. If HCPS is not a ClassLink customer, the Division may take advantage of ClassLink's Roster Server Lite solution at no cost through June 2022. At that time, the Division would have to transition to a HMH self-service option, with the expectation that the self-service options have expanded or pursue further discussions with ClassLink around a paid service. Please see https://backtoschool.hmhco.com/roster/#title-roster-Intervention-Platforms-SAM--TEACHER-CENTRAL--SAM-CENTRAL for additional information on our ClassLink partnership, as well as SAM's available Self-Service rostering methods.

The technology administrator appointed by HCPS will be responsible for the administration of user accounts, including creating, editing, managing, and deleting accounts. Instructions on setting up accounts at the District and school levels, managing user accounts, automatic account creation during roster import, enrolling and managing students in SAM, assigning permissions, and more are described at https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Getting_Started_7-20_x.pdf and https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Hosting_DMM_7-20.pdf.

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c. Describe the data exchange process in detail.

Please see our response to Criterion "b" for details on available data import methods. SAM users with administrative privileges may export student roster and performance data (in CSV file format) for use in other software programs, including Microsoft Excel and Student Information Systems. Instructions on how to export data from SAM are provided at http://downloads.hmlt.hmco.com/Help/SAM/Administrator/#t=Data_Management%2FImport_and_Export_Data.htm.

d. Describe any limitations the proposed solution may have, such as the number of teachers for a class and the number of schools associated with teachers and students.

If HCPS wishes to assign support staff such as co-teachers and team teachers to a class, we recommend adding them with a teacher account and assigning the user products. Please note that SAM does not currently allow multiple roles; each role requires a separate account. SAM software is also able to support students and teachers associated with multiple schools in the Division.

e. Provide per-user bandwidth requirements for the proposed solution.

Please see our response to Criterion "a."

f. Provide the average bandwidth per student required.

Please see our response to Criterion "a."

g. Provide a detailed description of the implementation and support the solution has for LTI v1.1 or higher certified as a tool provider (TP) with HCPS's LMS solution Schoology.

Not applicable. SAM is the learning management system for HMH's Intervention programs. The challenge of personalized educational software programs, such as SAM-based Intervention solutions, is that they are not compatible with industry standard interoperability protocols. HMH's Intervention programs are exemplars of the growing class of personalized learning programs. *READ 180 Universal* and *System 44 Next Generation* continuously connect student data points to determine how to personalize each student's instructional experience. The challenge for our Intervention solutions is that they use a continuous

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collection and analysis process and are completely incompatible with LTI and LMS integrations currently.

Technical Specifications

A. User Interface

> **1. Browser Support – the proposed solution shall (a) Be compatible with the current versions of multiple browsers, at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers; (b) Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract; (c) Only require standard browser plugins.**

SAM is the learning management system and technology platform for HMH's Intervention programs. SAM is a web-based, cloud-hosted application. Access to SAM-based programs is via modern browsers that utilize HTML5 technology and currently include Chrome (latest), Firefox (latest), Safari (latest), and Edge (latest). JavaScript, cookies, and pop-up blockers must be enabled on all browsers. Browsers, as well as operating systems, are frequently updated, and HMH attempts to maintain alignment with these updates as soon as possible to support the best learning experience. The only required plug-ins are Adobe Reader or Adobe Acrobat (9 or later) for accessing program materials in PDF format. Details on all SAM system technical requirements are provided at https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf.

> **2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.**

HMH is committed to providing educational materials that are accessible to all learners. Our digital content is designed in a digital-first environment and targets Americans with Disabilities Act (ADA) Section 508 and Web Content Accessibility Guidelines (WCAG) 2.0 AA compliance. Completed VPATs for *READ 180 Universal* and *System 44 Next Generation* are included as Appendix C in this submission.

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> **3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.**

SAM software is a web-based, cloud-hosted application. Please see our response to Criterion 1 for a listing of supported browsers and settings.

> **4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.**

SAM technology offers teachers and students an easy-to-use and intuitive user interface. Student Central provides access to the instructional software, eBooks, audiobooks, assessments, and other resources. Each student's personalized dashboard displays their assignment tracker, progress monitoring data, and rewards. The software application engages students in individualized, interactive learning. The blended learning encompasses a variety of formats—digital (both static and interactive), video, audio, print, and hands-on. The multimodal and multisensory content asks students to see it, say it, hear it, read it, and write it.

Teacher Central and Leader Central also provide a streamlined experience. From the online platform, teachers and administrators can easily access the classroom management tools, data dashboards and reports, and resources. Program materials, assessments, and other teacher tools are organized by category, and there is also a Search tool with filters. The teacher materials provide straightforward guidance and directions for delivering differentiated instruction, modeling, facilitating shared/guided practice, monitoring independent reading/activities, and delivering all phases of instruction.

> **5.** **The proposed solution shall support mobile technology, including, but not limited to, the specific mobile devices currently used in HCPS (iOS, Chromebooks, and Android).**

SAM software is compatible with desktop, laptops, Chromebooks, tablets/devices that use the following operating systems: Windows 7 Professional, Windows 8.x through 10.x; Mac OS X 10.12.x through 10.15.x; Chrome OS version 70 or later, iOS 10.3.3 or later running on iPad 4 or later, Android version 5 or later running on devices with a screen resolution of 1280x800. Additionally, 10" screens are recommended for mobile devices; 7" screens with 1024x768 resolution (iPad Mini) are also supported, but other 7" screens, including iPhones, are not supported as they will not display all content. Details on all SAM system technical requirements are provided at https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf.

B. Integration

> **1.** **The proposed solution shall provide methods for user account administration that are easy to use and maintain.**

Please see our response to Criterion "b" in the first section.

> **2.** **The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.**

All HMH platforms support secure authentication using SAML 2.0-compliant federated SSO methods, and we strongly urge the use of industry standard IdP offerings. At this time, HMH offers Self-Service Google SSO and SAML setup. Through our partnership with ClassLink, additional IdPs are available for customers who do not wish to use our self-service SSO solutions. Each student and staff user is assigned a unique username and password to access SAM's Teacher and Student Central. Login details are available at

H e n r i c o C o u n t y P u b l i c S c h o o l s , V A
R T I R e a d i n g C u r r i c u l u m f o r K – 1 2 T i e r I I a n d T i e r I I I ,
R F P # 2 1 - 2 1 1 4 - 2 E M F
T e c h n i c a l A d m i n i s t r a t i o n , U s e r I n t e r f a c e , S e c u r i t y
I n t e g r a t i o n , a n d D e v i c e s

https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Getting_Started_7-20_x.pdf.

> **3. The proposed solution shall allow for LTI, Azure Active Directory, or LDAP as a method of authentication and authorization.**

SAM supports Azure Active Directory SSO authentication and authorization. Please see our response to Criterion 2 for details on available SSO options.

> **4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual, and determine the authorities and rights granted to that individual. It shall also provide a reporting engine for tracking usage and progress.**

Each SAM user is securely authenticated via SAML connections. SAM provides application-level security via assigned roles, where each type of user role has a set of permissions that determines each user's permissible tasks. User roles consist of District Administrator, District Technical Administrator, School Administrator, School Technical Administrator, Teacher, and Student. Please see https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Getting_Started_7-20_x.pdf for information on the types of tasks available to each user role.

SAM also includes user-friendly reporting tools that deliver real-time data that drive instructional decisions. Teacher Central, which is powered by SAM, draws on information to allow teachers to track student progress and performance, monitor program usage, generate reports on student and class work, and more. For details on *READ 180 Universal* and *System 44 Next Generation*'s reporting options and analytics, please see https://www.hmhco.com/product-support/content/techsupport/read180u/manuals/R180U_SM_7-20.pdf and https://www.hmhco.com/product-support/content/techsupport/system44ng/manuals/HMHS44NG_SAM_7-20.pdf.

Additionally, SAM provides two types of usage reports: Usage and Progress Data. For detailed information on auditing and reporting features and options, please refer to https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHTechIG.pdf. Users with Administrator privileges on the SAM platform are able to monitor usage, while each licensed user entered in SAM has a profile screen that includes Usage Summaries.

> **5. Any requirements for student, staff, course, roster, or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information (in order of preference but will accept other non-vendor-specific protocols): (a) LTI integration as a TP with Schoology, (b) Student Information Framework (SIF), (c) Exchange of information through Clever (Offeror is responsible for any costs incurred with Clever implementation), (d) API integration with PowerSchool SIS, (e) File exchange to a vendor-supported SFTP server.**

Please see our responses to Criteria "b" and "c" in the first section for details on SAM's automated provisioning and data exchange solutions

SAM is the learning management system for HMH's Intervention programs and does not support LTI integration methods at this time. The challenge of personalized educational software programs, such as SAM-based *READ 180 Universal* and *System 44 Next Generation*, is they are not compatible with industry standard interoperability protocols due to their constant data collection process. SAM also does not support the SIF Data Model Implementation Specification at this time.

Even though HMH does not support Clever rostering, we provide options for Clever customers. Our Self-Service rostering methods are available via CSV file set uploads, manually or through an sFTP site, or via our ClassLink partnership. SAM currently supports Self-Service Manual CSV Rostering, Auto-Import Utility, and Manual methods. Through our ClassLink partnership, SAM users can take advantage of ClassLink's Roster Server Lite

solution at no cost through June 2022. Districts using PowerSchool are highly encouraged to use the rostering solutions provided by ClassLink. ClassLink's Roster Server Lite option can connect an SIS to SAM via an API connection that allows for daily automatic roster updates and synchronization. Details on HMH and ClassLink's partnership are provided at https://www.classlink.com/hmh. For customers using the CSV import option, our Self-Service automated Auto-Import-Utility also allows for daily or weekly updates and synchronization between SAM and the District's CSV import files via sFTP. Additional details are provided at https://backtoschool.hmhco.com/roster/#title-roster-Intervention-Platforms-SAM--TEACHER-CENTRAL--SAM-CENTRAL.

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6. No additional fees may be charged to HCPS for data integration.

When rostering via HMH's Self-Service or ClassLink's Roster Server Lite solutions, there is no charge for data integration.

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7. Solutions that allow for seamless integration of the product through the IMS Global interoperability standards are preferred, and they shall support the LTI v1.1 or higher certified as a TP with Schoology.

Please see our response to Criterion "g" in the first section.

C. Infrastructure and System Administration

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1. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a third-party server, such as Amazon or Azure, is acceptable.

HMH's hosting partner is AWS. All hosting services are done in a secure AWS facility located in the United States, where our servers are securely stored in a locked and monitored environment. Our Hosting Data Center is AS 70 Type 2 certified and complies with

regulations of AICPA as a SOC Type 2 facility, and its infrastructure has undergone an SSAE 16 or SOC 2 Type 2 (preferred) review.

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2. The proposed solution will provide a secure, web-based system for data in transit and at rest.

HMH has implemented and maintains reasonable organizational, technical, and administrative controls that are designed to protect the security, confidentiality, and integrity of personal information collected through our web-based products from unauthorized access, disclosure, use, loss, or modification. All user data are encrypted using standard Internet protocols, transferred over HTTPS, protected in-transit by TLS 1.2, housed on a scalable hosting architecture with AWS, and stored behind AES-256 encryption algorithms. Where file encryption is not reasonably feasible, we employ other industry standard safeguards, protections, and countermeasures to protect such data, including authentication and access controls within media, applications, operating systems, and equipment.

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3. Successful Offeror will document compliance with all local, state, and federal laws related to student data privacy.

Houghton Mifflin Harcourt recognizes the sensitive nature of personal information concerning students under age 13, and concerning PreK–12 students generally, where the information is contained in a school's educational records. This personal information is protected under either or both COPPA and FERPA federal statutes, and our privacy practices comply with both COPPA and FERPA. Please see our Privacy Policy at https://www.hmhco.com/prek-12-products-privacy-policy for additional information on our secure data privacy practices and adherence to student data privacy statutes. HMH is also a signatory of the Student Privacy Pledge; proof is provided at https://studentprivacypledge.org/signatories/.

4. **The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.**

HMH products do not contain commercial content or advertising.

5. **The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.**

Please see our response to Criterion "a" in the first section.

6. **If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow firewall transactions and will not accept the allowance of entire network segments.**

Please visit https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf for a listing of required ports and URLs that need to be whitelisted and allowed to pass through the District's firewall, proxies, and content filters.

7. **HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.**

HMH encourages customers to submit feedback about our programs. Customers' suggestions for corrections or revisions are carefully reviewed by HMH's team of editors and curriculum architects. If the correction or revision is determined to be significant and would create better learning and teaching experiences for the majority of users, then HMH determines the most effective and efficient manner to distribute updated material to existing customers. Customers who would like to share feedback and suggestions can rely on their

Houghton Mifflin Harcourt.

local account executive or representatives at the HMH Customer Care Center

(800.225.5425) to serve as the point of contact.

D. Computer, Software, and Network Specifications

The proposed solution shall meet all performance requirements defined in the RFP and be currently compatible with the minimum specifications listed. The solution shall maintain compatibility with updates/patches/versions of the software listed, at a minimum, for the duration of the contract.

1. All Staff Districtwide, Middle and High School Students
a. Software
i. OS – Windows 10, 1903: 64-bit
ii. Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
iii. Java – 1.8.0_171 or above
iv. PDF Reader - embedded within Chrome and Edge
v. Adobe Reader - standalone application
vi. Flash Player – embedded with all browsers
vii. Adobe Shockwave – 12.2 or above
viii. Silverlight: 5.5.x or above
b. Hardware, based on Latitude 3380s model

i. Dimensions & Weight
     1. Width: 13.19"/335 mm
     2. Height: (front/back) 1.06"/26.8 mm to 1.22"/30.9 mm
     3. Depth: 8.80"/223.3 mm 14.0-inch HD display
     4. Weight 4 lbs.

ii. 13.3-inch HD anti-glare LED display
iii. 128GB SSD hard drive
iv. 2.50 GHz Intel i5 Processor - Dual Core
v. 8GB DDR3 SDRAM

vi. USB Ports
     1. 2.0 - (USB/eSATA combo)
     2. 3.0 – 2

vii. Video Output   1. HDMI

viii. Video Card
     1. 128MB dedicated VRAM
     2. 1366X768 - native resolution

ix. Network Connections

	1.	Built-in Wireless Card (802.11ac)
	2.	10/100/1000 Gigabit Ethernet
x.	Other Inputs	
	1.	Stereo headphone/microphone combo jack
	2.	Integrated, noise reducing array microphone
	3.	Integrated HD video webcam

With the exception of Internet Explorer, there are no known compatibility issues with the above described software. For the above described hardware, network connections, and peripheral devices, there are no known compatibility issues. We invite HCPS' IT staff to visit https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf for specifications on SAM Suite system technical requirements.

2. Elementary Students: Windows Laptops (limited number)	
a. Software	
i.	OS – Windows 10, 1803: 64-bit
ii.	Browsers – Internet Explorer 11; Google Chrome 66.x or above; Microsoft Edge 42.17134.1.0 or above
iii.	Java – 1.8.0_171 or above
iv.	PDF Reader - embedded within Chrome and Edge
v.	Adobe Reader - standalone application
vi.	Flash Player – embedded with all browsers
vii.	Adobe Shockwave – 12.2 or above
viii.	Silverlight: 5.5.x or above
b. Hardware, based on Latitude 3180 Education model	
i.	Dimensions & Weight
	1. Width: 11.94" / 303.3mm
	2. Height: .82" / 20.8mm
	3. Depth: 8.11" / 206.0mm
	4. Weight 2.79 lbs. / 1.27 kg.
ii.	11-inch HD display
iii.	64GB eMMC Storage - Hard drive
iv.	Intel Pentium Processor N4200
v.	4GB 1600MHz LPDDR3
vi.	USB Ports
	1. 3.1 Gen 1 – 2
vii.	Video Output
	1. HDMI – full size
viii.	Video Card
	1. Intel integrated HD graphics 4600

	2. Options AMD Radeon HD 8690M with 2GB memory
ix.	Network Connections 1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
x.	Other Outputs 1. Two speakers 2. One combo headphone/microphone jack 3. USB card reader 4. Integrated HD video webcam

With the exception of Internet Explorer, there are no known compatibility issues with the above described software. For the above described hardware, network connections, and peripheral devices, there are no known compatibility issues. We invite HCPS' IT staff to visit https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf for specifications on SAM Suite system technical requirements.

3. Elementary Students: Dell Chromebooks (primary device for all elementary students)	
a. Software	
i. Google Chrome 75.x or above	
b. Hardware, based on Dell Chromebook 11 3180 model	
i.	Dimensions & Weight 1. Width: 11.94" / 303.3mm 2. Height: .81" / 20.75mm 3. Depth: 8.11" / 206.0mm 4. Weight 2.79 lbs. / 1.27 kg.
ii.	11.6-inch HDF display
iii.	16GB eMMC hard drive
iv.	Celeron N3060 Processor
v.	4GB memory
vi.	USB ports 1. Two USB 3.1 Gen 1
vii.	Video Output 1. Full-size HDMI
viii.	Video Card 1. Intel integrated HD graphics 4600
ix.	Network Connections 1. Built-in wireless card (802.11 a/g/n)
x.	Other Inputs 1. Two speakers 2. Headphone/microphone jack

There are no known compatibility issues with the above described software, hardware, network connections, or peripheral devices. We invite HCPS' IT staff to visit https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf for specifications on SAM Suite system technical requirements.

4. iOS Devices – Elementary and Secondary
a. Software
i.   iOS version 12.x   ii.   Safari browser
b. Hardware, based on iPad MR7F2LL/A

i.   Dimensions & Weight
       1. Height: 9.4 inches
       2. Width: 6.6 inches
       3. Depth: 0.29 inches
       4. Weight: 16.48 ounces
       5. A10 Fusion chip with 64-bit architecture, embedded M10 coprocessor

ii.   Display
       1. 9.7-inch (diagonal) LED-backlit glossy widescreen
       2. LED backlit with multi-touch with IPS technology
          a. 2048x1536 pixel resolution
          b. Retina display

iii.   32GB Storage
iv.   Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
v.   Bluetooth 4.2 technology

vi.   Camera, photos, video recorder
       1. Camera
          a. 8-megapixel camera
          b. Live photos
          c. Autofocus
          d. Panorama (up to 43 megapixels)
          e. HDR for photos
          f. Exposure control
          g. Burst mode
          h. Tap to focus
          i. Timer mode
          j. f/2.4 aperture
          k. Five-element lens
          l. Hybrid IR filter
          m. Backside illumination
          n. Auto image stabilization
          o. Face detection

H e n r i c o   C o u n t y   P u b l i c   S c h o o l s ,   V A
R T I   R e a d i n g   C u r r i c u l u m   f o r   K – 1 2   T i e r   I I   a n d   T i e r   I I I ,
R F P   # 2 1 - 2 1 1 4 - 2 E M F
T e c h n i c a l   A d m i n i s t r a t i o n ,   U s e r   I n t e r f a c e ,   S e c u r i t y
I n t e g r a t i o n ,   a n d   D e v i c e s

	p.	Photo geotagging
	2.	Video Recording
	a.	1080p HD video recording (30 fps)
	b.	Slo-mo (120 fps)
	c.	Time-lapse video with stabilization
	d.	Video image stabilization
	e.	Face detection
	f.	3x video zoom
	g.	Video geotagging
	3.	FaceTime HD Camera
	a.	1.2-megapixel photos
	b.	Live photos
	c.	f/2.2 aperture
	d.	Retina flash
	e.	720p HD video recording
	f.	Backside illumination
	g.	HDR for photos and videos
	h.	Face detection
	i.	Burst mode
	j.	Exposure control
	k.	Timer mode
vii.		Power and Battery
	1.	Built-in 32.4-watt-hour rechargeable lithium-polymer battery
	2.	Up to 10 hours of surfing web on Wi-Fi, watching video, listening to music
	3.	Charging via power adapter or USB to computer system
viii.		Sensors
	1.	Touch ID (Fingerprint identity sensor built into the Home button)
	2.	Three-axis gyro
	3.	Accelerometer
	4.	Barometer
	5.	Ambient light sensor

There are no known compatibility issues with the above described software, hardware, network connections, or peripheral devices. We invite HCPS' IT staff to visit

https://www.hmhco.com/product-support/content/techsupport/sam/documentation/HMHSys_Req_7-20.pdf for specifications on SAM Suite system technical requirements.

> ix. Accessibility: Accessibility features help people with disabilities get the most out of their devices with built-in support for vision, hearing, physical and motor skills, and learning and literacy.
> 1. Voice-over
> 2. Zoom
> 3. Magnifier
> 4. Siri and dictation
> 5. Switch control
> 6. Closed captions
> 7. Assistive touch
> 8. Speak screen

HMH digital programs are designed with embedded UDL features in order to give all students an equal opportunity to succeed. This approach offers flexibility in the methods students access our materials, engage with them, and show what they know. For **READ 180 Universal** and **System 44 Next Generation**, screen zoom is easily adjustable using browser settings. All student videos include captions. The SAM platform allows for colors and background colors to be adjusted via browser or operating system settings. It is also compatible with assistive technology that adjusts the font type and size via browser or operating system settings. High contrast color settings are available for **READ 180 Universal**; however, high contrast color settings are not currently available for **System 44 Next Generation**. For **READ 180 Universal**, text-to-speech functionality is available for all independent reading titles and in the Writing Zone of the student app. **System 44 Next Generation** includes voice actor narration that is available for all independent reading titles, and in the student app, there is read aloud functionality for most text. Regarding switch scanning computer control, even though we do not disable assistive technologies, the user experience is not designed to be used with them. Any accessibility gaps in the user experience are undergoing remediation; all content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

REPORTING AND MONITORING

> **a. Describe program-specific progress monitoring. While program-specific monitoring is desired, HCPS shall continue to monitor student progress by using a progress monitoring tool that is independent of the students' curriculum/intervention.**

Saxon Phonics and Spelling

Saxon Phonics and Spelling includes various tools for progress monitoring—diagnostic assessments, formative assessments, and benchmark assessments. Oral and written phonics assessments, sight-word evaluations, spelling tests, and optional reading fluency assessments are built into the program at regular intervals. Progress monitoring is also built into the program. Designed to meet screening, diagnostic, instructional, and evaluative objectives, the assessments measure students' performance and growth and gauge how well children are learning and retaining concepts.

Teachers are encouraged throughout the program to conduct informal assessments on a regular basis. This may be through observation, while students complete worksheets in class, or by having students read their *Decodable Readers* and/or *Fluency Readers* aloud to the teacher.

Data-based remediation suggestions are included in the teacher materials. If an assessment indicates a deficiency in concept knowledge, teachers can follow the recommended remediation activities that accompany the assessment.

READ 180 and System 44

The embedded assessments determine placement and identify students' most urgent needs—the real-time data enables the program and teachers to adjust instruction immediately. The reporting system provides meaningful data, plus grouping suggestions and individualized recommendations for instructional resources. The following describes the assessments.

Houghton Mifflin Harcourt.

The computer-based *Reading Inventory* is used for screening and determining placement, and it is used as the program's growth monitoring tool. Awarded the highest rating for validity and reliability by the National Center on Intensive Intervention, the *Reading Inventory* uses the power of adaptive technology and a proven algorithm to capture the most accurate measure of literacy skills for each student. The adaptive functionality creates a low-stress testing situation for students, as the pacing and content are adjusted to meet their individual needs. The algorithm behind the *Reading Inventory* enables the system to provide exponentially more information across the entire spectrum of literacy skills in less time. The *Reading Inventory* is administered to all students in the program, and students generally take 20–30 minutes to answer the 20–25 questions.

If a student's *Reading Inventory* results indicate they may lack decoding skills (score of 400L and lower for elementary; 600L and lower for secondary), then the *Phonics Inventory* is administered to pinpoint specific needs. The *Phonics Inventory* is a computer-based assessment of letter recognition, decoding skills, and sight-word knowledge for older students. Teachers use the data from the *Phonics Inventory* to help determine whether the student needs the phonics-based Tier 3 **System 44** intervention. **System 44** is designed to accelerate the foundational reading skills of students*.*

Students whose *Reading Inventory* scores are in the Tier 2 range (score of 401L and higher for elementary; 601L and higher for secondary) are placed in the **READ 180** intervention program.

Upon purchase of the Interchangeable License, Henrico County Public Schools will have immediate access to both the **READ 180** and **System 44** student applications—there is no need to loop back with HMH to provide student counts and request access to the student applications. The Interchangeable License allows for a student to be placed in the **READ 180** or **System 44** application immediately after completing the *Reading Inventory* and/or *Phonics Inventory* assessment.

The *Reading Inventory* and/or *Phonics Inventory* are administered two to four more times, at least thirty days apart during the school year, to measure and track growth.

The scoring is based on the Lexile Framework for Reading. Real-time data on the Lexile Proficiency and Growth Report show data at the class level and individual student level. The class-level portion of the report displays the summary of Lexile measures and a performance level breakdown. The individual-student-level portion of the report lists each student's name followed by proficiency level, Lexile score, expected growth, and, if the report is generated after subsequent administrations of the *Reading Inventory*, the actual growth (numerical difference in points from previous test). Teachers can click on a student's name to drill down to more data. Students also see their results immediately, as their Lexile measure and Individualized Recommended Reading Report are displayed on their own personal screen at the completion of the assessment.

Other READ 180 Assessments:

- Ongoing diagnostic and formative assessments are embedded in **READ 180**. Performance and progress are continually tracked as students interact with the Software. The *Do Now* activities and other activities in the *ReaL Book* also provide teachers with formative assessment data.
- *Interactive Quizzes* and *Comprehension QuickWrites* measure students' comprehension of self-selected independent reading texts. The online system administers quizzes for the program's Paperbacks, Audiobooks, and eReads. The quizzes assess basic reading comprehension. The process is conducted by students independently—they log on and take the quiz. Scoring is automatic, and feedback is immediate.
- *Oral Fluency Assessments* for monitoring students' accuracy, rate, and prosody are included. The resources provide leveled passages, scoring sheets, a benchmarks chart, and a chart for recording student scores. If students score below expectations, teachers can use the *Resources for Differentiated Instruction.*
- The *Interim Workshop Assessments* and *End-of-Workshop Assessments* evaluate students' understanding of the key skills. These assessments target comprehension,

critical thinking, vocabulary/word study, and writing skills. Each assessment has two forms that assess the same strategies in the same format. Level A forms have passages written at a Lexile range that is below grade level. Level B forms include passages written at a basic-level Lexile range that reaches the beginning of the grade-level Lexile range. Administering the *Interim Workshop Assessments* is optional.

- *Mid-Year Performance Assessments, End-of-Year Performance Assessments*, and curriculum-embedded performance-based tasks, such as the *21st Century* tasks, *Performance Tasks,* and *End-of-Workshop Career Projects* exercise various college- and career-readiness skills and ask students to synthesize across multiple texts. Writing rubrics and feedback procedures are provided.

- *Mindset Scans*, based on Dr. Carol Dweck's research on the growth mindset theory, allow students and teachers to gain insight into a student's fixed or growth mindset of their academic abilities. These scans are administered at the beginning of the year and revisited throughout the school year to allow students to be self-reflective and evaluate their progress towards building a growth mindset.

Other System 44 Assessments:

- The *System 44* Software has embedded assessments that continuously assess performance in phonics, decoding, fluency, comprehension, spelling, and writing.

- Each *44Book* Workshop culminates in a *Writing* task, which requires students to synthesize all readings, analyze information, evaluate options, and produce a written outcome.

- *Oral Reading Fluency* probes give a measure of accuracy and enable teachers and students to track growth in decoding and overall fluency.

- The *Mid-Year Test* and *End-of-Year Test* evaluate the transfer of newly acquired skills in phonemic awareness, phonics, word recognition, spelling, and morphology.

- The online system administers *Interactive Quizzes* for the program's Paperbacks, Audiobooks, and eReads. The quizzes assess basic reading comprehension. The process is conducted by students independently—they log on and take the quiz. Scoring is automatic, and feedback is immediate.

> **b. Provide samples and descriptions of reports offered. Provide the ability to customize content and reports.**

Please use the following links to access annotated samples of the programs' reports. The system does not have the functionality for customizing content and reports.

READ 180 Class Reports:

http://downloads.hmlt.hmco.com/Help/R180/index.htm#t=Teacher_Experience_(HMH_Teacher_Central)%2FReports%2FClass_Reports.htm&rhsearch=report

READ 180 Student Reports:

http://downloads.hmlt.hmco.com/Help/R180/index.htm#t=Teacher_Experience_(HMH_Teacher_Central)%2FReports%2FStudent_Reports.htm&rhsearch=report

System 44 Reports (click on each report name listed under "System 44 Next Generation Reports" in the left margin):

http://downloads.hmlt.hmco.com/Help/System44NG/index.htm#t=SAM_Settings_and_Reports_for_System_44_Next_Generation%2FReport_Types.htm

TRAINING AND PROFESSIONAL DEVELOPMENT

Describe the training and professional development included with the proposed solution. Include the training required for program implementation and the options for continued professional development at the school-level or district-level. Clearly define the pricing for a county-wide train-the-trainer model and the pricing for resources. Define professional development options available to schools at no additional cost.

Houghton Mifflin Harcourt (HMH) offers a continuum of connected professional learning that spans the school year. Implementation planning services, synchronous professional learning, embedded and on-demand learning and resources, and job-embedded coaching all serve to foster teachers' agency, promote collaboration, support their role as designers of quality instruction, and strengthen collective efficacy. Our blended professional learning model builds capacity, deepens content and pedagogical knowledge, and improves instructional practice.

Planning. To support the sustainability and optimal implementation of *READ 180 Universal*, *System 44 Next Generation*, and *Saxon Phonics and Spelling*, HMH collaborates with Division leadership to create an implementation plan. Planning meetings at mid-year and end-of-year provide an opportunity to review growth and keep the implementation on track. An HMH coach works with teachers and leaders to analyze core reports from the management system to target individual students' needs and identify next steps for instruction, monitoring, and assessment based on report data.

Initial Training for Program Implementation. HMH's pre-implementation *Getting Started* courses are an important part of the learning journey. We know teachers cannot absorb every detail before they start teaching our programs, so these professional learning sessions are streamlined to prepare teachers for their first three weeks of implementation. The online experiences provide an overview of the research-based components of the program and how they work to accelerate reading achievement and build literacy. Teachers have opportunities to explore, collaborate, and ask questions to build understanding and confidence to prepare them for a strong start. *Getting Started with READ 180 Universal* and *Getting Started with*

System 44 Next Generation are available as two-hour, live, online webinars or as six, flexible, one-hour sessions. *Getting Started with Saxon Phonics and Spelling* is available as a two-hour, live, online webinar. This training may be delivered using a train-the-trainer model and is accompanied by complimentary professional learning guides and resources.

Just-in-Time Learning. For some things, just-in-time help can be more effective than scheduled events. HMH Teacher Central*,* the online dashboard for **READ 180 Universal** and **System 44 Next Generation** teachers, provides digital teaching, lesson planning, professional learning, progress monitoring tools, and support resources in a centralized location. The HMH Teacher Central Resource Library contains downloadable resources for lessons and professional learning, sorted by category. On-demand *Getting Started* training complements synchronous *Getting Started* sessions and may be used as either an introduction or to enhance and extend learning. Teachers work at their own pace to learn about the program's organization, student experience, teaching, and planning with print and digital resources as well as assessment, data, and reports. Teachers can revisit the modules throughout the year, making it an excellent resource for professional learning communities to share strategies and suggestions for a successful program implementation.

The Teacher Dashboard also provides access to the *READ 180* Community Website, which contains blogs from expert *READ 180* and *System 44* teachers, webinar invitations, a link to program-specific social media, and online space to explore and collaborate. The site offers professional learning videos, classroom photos and videos, and additional program resources. Teachers have opportunities to research, pose questions to other educators, and connect to share and reflect upon their experiences.

Options for Continued Professional Learning. HMH offers customized professional learning opportunities to teachers and leaders. HMH professional learning is fluid, flexible, and tailored to the needs of the school and the participants. During a one-hour planning session, HMH and school leaders collaboratively design a professional learning experience to address specific content needs and instructional issues related to teaching that content. Professional learning is delivered in six, one-hour modules with each module focusing on a

topic pre-selected by school leaders to address those areas deemed most beneficial for educators. HMH continually updates topics to meet the changing needs of teachers and leaders and help them stay abreast of education trends. All professional learning targets content knowledge, encourages development of teachers' understanding, and is designed to engage and meet the needs of adult learners. HMH currently addresses topics in the categories of Social Emotional Learning and Equity, Teaching and Learning Foundations, High-Impact Strategies, Supporting the Unique Needs of Learners, Assessing and Monitoring Student Growth. We recommend delivery of individual sessions over the course of the school year interspersed with online or blended coaching sessions.

Coaching. HMH recognizes that professional growth occurs through a sustained learning process in which the personal needs of each participant are systematically and strategically elevated and supported. HMH offers online and blended coaching to provide teachers with personalized support focused on lesson design, instructional practices, content, and data-driven decision-making to promote continuous improvement over time. HMH coaches build strong relationships with teachers by modeling high-impact instructional strategies, answering program and practice questions, leading grade-level program sessions centered on evidence of student learning, and helping teachers select, monitor, and achieve goals. By incorporating action steps, gathering data, analyzing evidence, and reflecting, coaching can facilitate measurable results (Taylor & Chanter, 2016).

Plan of Implementation

For a sample plan of implementation and professional learning, please see Section 4, Service Approach and Implementation.

PRICING

HMH is pleased to present our pricing to Henrico County Public Schools for RFP #21-2114-2EMF for RTI Reading Curriculum for K–12 Tier II and Tier III. HMH will provide all services as outlined in our proposal.

The following Attachment G Pricing Charts are included in this section.

- *READ 180 Universal*
- *System 44 Next Generation*
- *Saxon Phonics and Spelling*
- *English 3D*

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Class size: 10 Students per class/1 teacher
Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.

	YEAR 1	5 years
	READ 180 Universal	
Grade Level		
K	N/A	N/A
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	$6,489.00	$12,489.00
5	$6,489.00	$12,489.00
6	$6,489.00	$12,489.00
7	$6,489.00	$12,489.00
8	$6,489.00	$12,489.00
9	$6,489.00	$12,489.00
10	$6,489.00	$12,489.00
11	$6,489.00	$12,489.00
12	$6,489.00	$12,489.00
	$58,401.00	**$112,401.00**
Professional Development - A la Carte		
Getting Started Training (35 teachers per session)	$2,400.00	$2,400.00
Online Coaching Bundle (4 30-minute sessions and 5 Coaching Studio licenses)	$2,500.00	$2,500.00
Online Coaching Bundle (8 30-minute sessions and 5 Coaching Studio licenses)	$4,200.00	$4,200.00
Online Coaching Membership 32 30-minute sessions and 20 Coaching Studio licenses)	$14,500.00	$14,500.00
Professional Learning (6, flexible, 1-hour sessions)	$4,200.00	$4,200.00
Licenses - per student	$169.00	$169.00
Consumables - per student	$30.00	$150.00
	$24,900.00	$124,500.00
Grand Total	**$83,301.00**	**$236,901.00**
	Total includes Getting Started and Coaching	

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Class size: 10 Students per class/1 teacher
Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.

	YEAR 1	5 years
	System 44 Next Generation	
Grade Level		
K	N/A	N/A
1	N/A	N/A
2	N/A	N/A
3	$6,489.00	$12,489.00
4	$6,489.00	$12,489.00
5	$6,489.00	$12,489.00
6	$6,489.00	$12,489.00
7	$6,489.00	$12,489.00
8	$6,489.00	$12,489.00
9	$6,489.00	$12,489.00
10	$6,489.00	$12,489.00
11	$6,489.00	$12,489.00
12	$6,489.00	$12,489.00
	$64,890.00	**$124,890.00**
Professional Development - A la Carte		
Getting Started Training (35 teachers per session)	$2,400.00	$2,400.00
Online Coaching Bundle (4 30-minute sessions and 5 Coaching Studio licenses)	$2,500.00	$2,500.00
Online Coaching Bundle (8 30-minute sessions and 5 Coaching Studio licenses)	$4,200.00	$4,200.00
Online Coaching Membership 32 30-minute sessions and 20 Coaching Studio licenses)	$14,500.00	$14,500.00
Professional Learning (6, flexible, 1-hour sessions)	$4,200.00	$4,200.00
Licenses - per student	$169.00	$169.00
Consumables - per student	$30.00	$150.00
	$25,000.00	$125,000.00
Grand Total	**$92,290.00**	**$261,890.00**
	Total includes Getting Started and Coaching	

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.

	YEAR 1	5 years
	Saxon Phonics and Spelling	
Grade Level		
K	$1,080.00	$2,680.00
1	$1,391.00	$3,391.00
2	$1,341.00	$3,141.00
3	N/A	N/A
4	N/A	N/A
5	N/A	N/A
6	N/A	N/A
7	N/A	N/A
8	N/A	N/A
9	N/A	N/A
10	N/A	N/A
11	N/A	N/A
12	N/A	N/A
	$3,812.00	**$9,212.00**
Professional Development - A la Carte		
Getting Started Training (35 teachers per session)	$800.00	$800.00
Online Coaching Bundle (4 30-minute sessions and 5 Coaching Studio licenses)	$2,500.00	$2,500.00
Online Coaching Bundle (8 30-minute sessions and 5 Coaching Studio licenses)	$4,200.00	$4,200.00
Online Coaching Membership 32 30-minute sessions and 20 Coaching Studio licenses)	$14,500.00	$14,500.00
Professional Learning (6, flexible, 1-hour sessions)	$4,200.00	$4,200.00
Licenses - per student		
Consumables - per student	$40.00	$200.00
	$8,300.00	$41,500.00
Grand Total	**$12,912.00**	**$50,712.00**
	Total includes Getting Started and Coaching	

For evaluation purposes, provide pricing for each grade level offered based on your firm's pricing model and the information listed below.

Provide total cost per class, Professional Development, Licenses, and Consumables for each year. Provide one worksheet per program your firm is offering.

	YEAR 1	5 years
	English 3D	
Grade Level		
K	N/A	N/A
1	N/A	N/A
2	N/A	N/A
3	N/A	N/A
4	$2,320.00	$4,440.00
5	$2,320.00	$4,440.00
6	$2,320.00	$4,440.00
7	$2,320.00	$4,440.00
8	$2,320.00	$4,440.00
9	$1,490.00	$3,570.00
10	$1,490.00	$3,570.00
11	$1,490.00	$3,570.00
12	$1,490.00	$3,570.00
	$17,560.00	**$36,480.00**
Professional Development - A la Carte		
Getting Started Training (35 teachers per session)	$2,400.00	$2,400.00
Online Coaching Bundle (4 30-minute sessions and 5 Coaching Studio licenses)	$2,500.00	$2,500.00
Online Coaching Bundle (8 30-minute sessions and 5 Coaching Studio licenses)	$4,200.00	$4,200.00
Online Coaching Membership 32 30-minute sessions and 20 Coaching Studio licenses)	$14,500.00	$14,500.00
Professional Learning (6, flexible, 1-hour sessions)	$4,200.00	$4,200.00
Licenses - per student	$57.00	$80.00
Consumeables - per student	$45.00	$204.00
	$24,900.00	$124,500.00
Grand Total	**$42,460.00**	**$160,980.00**
	Total includes Getting Started and Coaching	

REFERENCES

Provide a minimum of three references that can attest to the Offeror's past performance in providing services similar to those required for this contract.

Please use the following information to contact Houghton Mifflin Harcourt (HMH) customers who can share the details of their experiences and outcomes with HMH's products and services.

Customer: Campbell County Schools (*READ 180*)
Contact Name, Title: Kimberly Day Hancock, English Instructional Specialist
Address: P.O. Box 99, Rustburg, VA 24588
Email Address: khancock@campbell.k12.va.us
Phone Number: 434.332.8225

Customer: Fairfax County Public Schools (*READ 180*)
Contact Name, Title: Paige E. Whitlock, EdD, Secondary Language Arts Coordinator
Address: 8270 Willow Oaks Corporate Drive,4th Floor #4098, Fairfax, VA 22031
Email Address: pewhitlock@fcps.edu
Phone Number: 571.423.4765

Customer: Virginia Beach City Public Schools (*READ 180*)
Contact Name, Title: Monica O. Robinson, EdD, K–12 Academic Support Coordinator
Address: 2512 George Mason Drive, Virginia Beach, VA 23456
Email Address: monica.robinson@vbschools.com
Phone Number: 757.263.1402

Houghton Mifflin Harcourt.

Customer: Loudoun County Public Schools (*System 44*)

Contact Name, Title: Kirk Dolson, Supervisor of High School Education

Address: 21000 Education Court, Ashburn, VA 20148

Email Address: kirk.dolson@lcps.org

Phone Number: 571.252.1160

Customer: Stafford County Public Schools (*System 44*)

Contact Name, Title: Monica Foreman, Facilitator of Secondary Literacy Learning &

Organizational Development

Address: 31 Stafford Avenue, Stafford, VA 22554

Email Address: foremanml@staffordschools.net

Phone Number: 540.658.6690

Customer: Virginia Beach City Public Schools (*System 44*)

Contact Name, Title: Monica O. Robinson, EdD, K–12 Academic Support Coordinator

Address: 2512 George Mason Drive, Virginia Beach, VA 23456

Email Address: monica.robinson@vbschools.com

Phone Number: 757.263.1402

Customer: Loudoun County Public Schools (*English 3D* with *Writable*)

Contact Name, Title: Teresa Vignaroli, EL Supervisor

Address: 21000 Education Court, Ashburn, VA 20148

Email Address: teresa.vigaroli@lcps.org

Phone Number: 571.252.1390

EXCEPTIONS

Houghton Mifflin Harcourt (HMH) has examined the requirements of this request and we are providing the following proposed edits—deletion of the stricken language and/or insertion of the additional language as indicated in RED font—to the following clauses in the RFP #21-2114-2EMF for Henrico County Public Schools' (HCPS) consideration in any contract or agreement between our organizations.

Regarding Pages 9-18, VI. General Contract Terms and Conditions.

In addition to the General Contract Terms and Conditions contained in the RFP, HMH provides the following links to our *HMH Standard PreK–12 Terms of Purchase* and *HMH Privacy Policy* to be incorporated into the contract.

- *HMH Standard PreK–12 Terms of Purchase*
- *HMH Privacy Policy*

Regarding Pages 10, F. Default

HMH makes the following change to this section.

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 30~~20~~ calendar days of the County's notice of default.

2. If the Successful Offeror fails to cure the default within 3~~20~~ days, the County~~,~~ ~~among other actions~~, may ~~complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract~~ terminate the Contract.

Regarding Pages 11, K. Antitrust

HMH intentionally deleted this section.

> Intentionally Deleted ~~By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.~~

Regarding Pages 11, L. Testing and Inspection

HMH makes the following change to this section.

> The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications which must occur within thirty (30) days of receipt of services.

Regarding Pages 11, M. Assignment of Contract

HMH makes the following change to this section.

> A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County. Notwithstanding the foregoing, Successful Offeror may assign this Contract without such consent to: (i) an affiliate; or (ii) to a successor pursuant to a merger or a sale of all or substantially all of its assets to which this Contract relates.

Regarding Pages 11-12, N. Indemnification

HMH makes the following change to this section.

> The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents

and employees from any claims, damages, suits, actions, liabilities and actual costs of any kind or nature, including reasonable attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror that is due to the Successful Offeror's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by Successful Offeror, provided that such liability is not attributable to the County's ~~sole~~ negligence, willful misconduct or material breach of the Contract by the County or by third parties beyond the control of Successful Offeror, provided that in any event Successful Offeror is required to indemnify the County, Successful Offeror shall be entitled to contribution to the extent of the relative fault, if any, of the County.

Regarding Page 12, R. Ownership of Deliverable and Related Products

HMH makes the following change to this section.

1. ~~The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.~~
1. Successful Offeror retains all right, title and interest in and to any and all of Successful Offeror's software, materials, tools, forms, documentation, training and implementation materials and intellectual property (collectively, "Successful Offeror IP"). Successful Offeror grants to The County a personal, nonexclusive license to use the Successful Offeror IP for its own non-commercial, incidental use as set forth in any end user license agreement that may accompany such Successful Offeror IP and as contemplated herein.
2. ~~The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.~~
3. ~~This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.~~

Regarding Pages 12-13, S. Record Retention and Audits

HMH makes the following change to this section.

1.   The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such audits shall be made no more than once per year, during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties.

2.   ~~County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.~~

Regarding Page 13, V. Subcontracts

HMH makes the following change to this section.

Successful Bidder is permitted to have work under the Contract performed by subcontractors under the control of Successful Bidder and who are subject to confidentiality and other contractual obligations at least as protective of the County as the within Contract. The Successful Bidder also shall cause its employees, agents, affiliates, and subcontractors to comply with the Contract and adopt such review, audit, and inspection procedures reasonably calculated to assure such compliance. ~~No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors.~~ The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

Regarding Pages 13-14, X. Termination of Contract

HMH makes the following change to this section.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for ~~immediate~~ termination of the Contract by the County with 30 days' written notice to the Successful Offeror.

Regarding Pages 16-17, HH. Service Accessibility and II. Section 508 Compliance

HMH has included copies of our completed VPATs in Appendix C.

Regarding Page 27, Attachment E: Insurance Specifications

HMH makes the following change to this section.

In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage, except ten (10) days of non-payment of premium.

Appendix A: HMH Resumes

HEATHER BENDER

EDUCATION

MS Elementary Education, University of Alabama, Normal, AL
BS Elementary Education, State University of New York, Cortland, NY

CERTIFICATIONS

Alabama: Class A Early Childhood, Class A Elementary

PROFESSIONAL HIGHLIGHTS

Ms. Bender has devoted most of her more than 20-year career in education to literacy and reading and all her career to the help and support of children. She is especially adept at the use of technology to promote differentiated learning. Ms. Bender is an exceptional leader and especially knowledgeable in Houghton Mifflin literacy and interventional reading programs.

PROFESSIONAL EXPERIENCE

2018–Present **Houghton Mifflin Harcourt**
Director of Professional Learning

- Leads consultant team in delivering quality literacy implementation, training, and coaching literacy best practices
- Develops a strong and motivated team of service professionals; building on the necessary knowledge, skills, and capabilities to execute business strategies
- Maintains the highest level of customer satisfaction and profitability

2012–2018 **Huntsville City Schools, Huntsville, AL**
District Director of Networked Learning and Technology

Directed and leveraged the effective use of digital instructional technology for the purpose of promoting an environment that encourages creative and independent use of instructional technology and personalized learning throughout the Huntsville City School System

2006–2012 **Scholastic, Inc.**
Implementation Manager—East Region

Managed and assigned to the east region to deliver training and professional development on Scholastic educational products and oversee a team of implementation consultants

2005–2006 **Huntsville City Schools, Huntsville, AL**
READ 180 District Facilitator/School Improvement Specialist

- Assigned to five secondary schools on School Improvement status
- Conducted workshops, data meetings, and monitoring of their School Improvement Plan
- Oversaw the implementation, analysis, and technical support of the *READ 180* program at the six middle schools that use the program

2004–2005   **Chapman Middle School, Huntsville, AL**
                READ 180 Facilitator/Curriculum Specialist

- Oversaw and assisted with the *READ 180* program
- Conducted monthly faculty meetings, workshops, and curriculum assistance to all teachers across the content area grades sixth through eighth
- Analyzed and interpreted all school assessments and provided training to teachers on how to let assessment drive instruction for each individual student

2002–2004   **Chapman Middle School, Huntsville, AL**
                Sixth Grade Teacher/Reading Coach

Developed lesson plans and implementation in Language Arts and Sciences, using a variety of classroom management techniques

1998–2002   **Ridgecrest Elementary School, Huntsville, AL**
                Fourth Grade Teacher

- Responsible for lesson plan development and implementation
- Taught all subjects in a self-contained classroom
- Used a variety of classroom management techniques

1996–1999   **Marshall Space Flight Center, Huntsville, AL**
                Director, Marshall Child Development Center

Supervised and managed the child-care center with thirty employees and 130 children aged six weeks to five years

1995–1996   **City of Schenectady Parks Department, Schenectady, NY**
                Assistant Director

Developed a summer camp program for city children ages of 5–12

JANA CROSBY

EDUCATION

MEd   Reading, Harding University, Searcy, AR
BA   Special Education, Harding University

PROFESSIONAL HIGHLIGHTS

Ms. Crosby currently serves as Instructional Coach for Houghton Mifflin Harcourt (HMH). In this role she provides training and technical assistance for *READ 180 Next Generation, System 44 Next Generation*, *Big Day for Pre-K*, and *iRead* programs by providing initial and follow-up training and in-classroom support, technical assistance, and coaching to teachers. Ms. Crosby is an experienced consultant with a demonstrated history of working in the e-learning industry. She is also strong information technology professional skilled in Nonprofit Organizations, Coaching, Early Childhood Education, Educational Consulting, Emergent Literacy and Reading Specialist. Ms. Crosby's career in education began 30 years ago as a classroom teacher. She is an award-winning educator who earned a master of education in Reading and a bachelor of arts in Special Education from Harding University.

PROFESSIONAL EXPERIENCE

2015–Present   **Houghton Mifflin Harcourt**

2015–Present   ***Instructional Coach***

Provides training and technical assistance for *READ 180 Next Generation*, *System 44 Next Generation*, *Big Day for Pre-K*, and *iRead* programs by providing initial and follow-up training and in-classroom support, technical assistance, and coaching to teachers and/or groups of teachers. Support program implementation and help to keep projects on track through data meetings, leadership meetings and onsite work with teachers and administrators. Support Textbook Adoptions and conferences as needed as vendor and/or speaker.

2015   ***Regional Consultant***

Provided training and technical assistance for Scholastic's *READ 180 Next Generation*, *System 44 Next Generation*, *Big Day for Pre-K*, and *iRead* programs by providing initial and follow-up training and in-classroom support and coaching to teachers and/or groups of teachers. Support program implementation and help to keep projects on track through data meetings, leadership meetings and onsite work with teachers and administrators. Support Textbook Adoptions and conferences as needed as vendor and/or speaker.

2013–2015   **Scholastic, Inc., New York, NY**
Regional Consultant

Provided training and technical assistance for Scholastic's *READ 180 Next Generation*, *System 44 Next Generation*, and *iRead* programs by providing initial and follow-up training and in-classroom support and coaching to teachers and/or groups of teachers. Supported program implementation and helped to keep projects on track through data meetings, leadership meetings and onsite work with teachers and administrators.

2007–2013	**Independent Contractor** *Early Literacy/Childhood Consultant*

Provided contractual consulting services in the field of early literacy to several Early Reading First projects and child care facilities both locally and nationally. Design, implement, and support training and evaluation needs on a project basis and provide follow-up technical assistance, evaluation support (observation and reporting), and training as needed.

2010–2013	**Kaplan Early Learning Company	Gryphon House Publishers, Lewisville, NC** *Per-Diem Consultant/Trainer*

Early Childhood Consultant for literacy training on Frog Street Pre-K (FSPK) curriculum. Provided technical support and training for National Pilot project of FSPK in Tennessee and curriculum training in Canada (Calgary, Kelowna, Vancouver, and Edmonton). Trainer for Nemours Bright Start! Curriculum and other early literacy topics and work on editing projects on a per-diem basis for Kaplan Co. and Gryphon House Publishers (a division of Kaplan).

2010–2013	**Center for Literacy Studies, Knoxville, TN** *Early Literacy Consultant*

Pre-K lead expert for Center for Literacy Studies and Tennessee Department of Education Read Tennessee website to support Tennessee's Race to the Top grant and the new common core standards. Responsible for writing content and coordinating and submitting all pre-k materials for web site development. Member of the TN Early Grades Reading Advisory Group for the website in addition to lead expert for pre-k reading content.

2008–2009	**Metropolitan Nashville Public Library, Nashville, TN** *Family Literacy Coordinator—Bring Books to Life!*

Provided part-time support to ALA award winning Bringing Books to Life! program by planning and implementing parent workshops, story times, and family literacy celebrations

2007–2008	**Metropolitan Nashville Public Schools, Nashville, TN** *Reading Interventionist*

Provided part-time reading intervention to students in Kindergarten through third grade

2005–2010	**Wright Group/McGraw-Hill Companies** *Early Childhood Consultant*

Early Childhood Consultant for literacy training on DLM Early Childhood Express Curriculum and Doors to Discovery Curriculum. Provided both initial and follow-up training to schools across the country (TN, MS, PA, FL, TX, NM, IN, and LA).

2002–2007	**United Way of Metropolitan Nashville, Nashville, TN** *Reading/Literacy Specialist Read to Succeed*

Coordinated training/professional development and offer technical assistance to teachers and Literacy Coordinators for United Way of Metropolitan Nashville's Read to Succeed Project. Conducted ongoing research to ensure that best practices are utilized in trainings and early childhood classrooms in the Nashville area. Provide assessment, evaluation and administrative support as needed.

2004–2013   **Brooke's Publishing**
                 ELLCO Certified National Trainer, Consultant

                 National consultant for Brooke's Publishing for Early Language and Literacy Classroom Observation (ELLCO) Toolkit, Research Edition and ELLCO Pre-K. Provide training across the country on a consultation basis for school districts and universities using the ELLCO Toolkit Research Edition (NC, LA, TX, TN, MO, and HI) and the ELLCO Pre-K (NY, MN, IA, MA, TN, HI, SC, and CO).

1999–2002   **Martha O'Bryan Center, Nashville, TN**
                 Reading Specialist

                 Developed and coordinated Reading Achievement Program (RAP), a center-wide reading initiative designed to meet the needs of children and youth ages one to 21 years of age. Responsible for all areas of RAP, including Emergent Literacy, Ready Readers (formerly Book Buddies), and Ready to Excel and Dream (READ). Designed and implemented a volunteer-based tutoring program within three local schools and two Martha O'Bryan locations. Developed tutor training manual and trained over 60 volunteer tutors and Center staff in emergent literacy and skills to help at-risk readers. Built and maintained database to track students' progress in reading skills. Doubled milestone targets for first year in United Way Outcome Based Investment (OBI) reporting (1999–2000). Received 16% increase in United Way funds for RAP for 2002–2003 school year based on program performance.

1989–1995   ***Various Teaching Positions***

PROFESSIONAL ORGANIZATIONS

       Association for Childhood Education International, *Member* (2009)
       National Reading Conference, *Member* (2009-2010)
       International Reading Association (IRA), *Member* (1999-present), *IRA Conference Proposal Review Committee (2010-2013), Early Literacy Task Force Member* (2010-2014), *Global Relations Volunteer to Singapore* (2012-2014); *LEADER Special Interest Group*, Board Member at Large (2016-2017); Vice President (2017-2018); President Elect
       Tennessee Reading Association, *Member* (2000-present), *Treasurer* (2002-2005), *Corresponding Secretary* (2006-2007)*, Vice-President* (2007-2008)*, President Elect* (2008-2009)*, President* (2009-2010)*, Immediate Past President* (2010-2011)*, Past President* (2011-present)*, IRA State Coordinator (2012-2016)*
       Tennessee Reading Association State Conference Committee, 2004-2009, (*Program & Proposal Chair* (2006), *Conference Co-Chair* (2007), *Proposal Chair & Program Committee* (2009), *Conference Co-Chair (2011-2016)*
       Southeastern IRA 2008 (hosted by TRA) Regional Conference Committee, *Program & Proposals*
       Middle Tennessee Reading Association (MTRA), *President* (2002-2003), *Membership Director* (2003-2005), *Advisory Board Member* (2005-present)
       National Association for the Education of Young Children (NAEYC), *Member* (2000-present)
       Southern Early Childhood Association (SECA), *Member,* (2000-present)
       Tennessee Association for the Education of Young Children (TAEYC), (2000-present*), Membership Committee (2006-2008),* State Conference 2008, *Program Committee,* State Conference *(2012), Regional Conference Committee Chair* (2014-2016)
       Nashville Area Association for the Education of Young Children (NAAEYC), (2000-present), *Advisory Board Member*, 2002-2007), *Directors Day Chair* (2012-2014), *Conference Chair* (2014-2017), *Professional Development Chair (2017-2020), Secretary, (2019-2020)*
       Parents as Teachers (PAT), Parent Educator and Supervisor (1999-2001)
       The Literacy Coalition of Davidson County, *Member* (1999-2003)
       Music City READS Steering Committee, *Member,* (1999-2002)
       National Literacy Summit 2000, *Nashville-based Summit Participan*t (July 2000)

Grant Reader – Dollar General Literacy Foundation, TN Even Start Grants, Community IMPACT!
     Scholarships (1999-2004)
BookEM! Board Member, (2003-2006)
Tennessee Family Literacy Coalition, *Steering Committee*, *Member*
Tennessee Family Literacy Summit 2002, *Steering Committee*, (November 2002)
TN State Improvement Grant, *Advisory Board and Early Literacy Consultant*, (2006-2008)

PRESENTATIONS

DLM Training Institute, Dallas, Texas (2006, 2007)
East Tennessee Title I Conference (2007, 2008, 2010)
East TN Head Start Conference (2004)
East TN State University Early Childhood Conference, Johnson City, TN
     (2006, 2007, Pre-Conference & Featured Presenter 2008, 2010. 2011, 2013)
ELLCO and ELLCO Pre-K Training (NC, TN, TX, LA, MO, HI, GA, MN, NY, CO, NM – 2004-2013)
Frog Street SPLASH (2011, 2012)
Georgia Association for the Education of Young Children – GAYC (2013)
NAAEYC Conference (2002, 2003, 2007, 2011)
NCFL Conference (2012)
SECA Conference (2008, 2011)
TAEYC Conference (2004, 2006, 2008, 2010, 2011, 2013, 2017)
TACEE Conference (2018)
Tennessee Pre-K Summit (2007, 2008)
West TN Special Education Conference (2006)

PUBLICATIONS

Contributing Author for Kaplan's *Learn Every Day* Preschool Curriculum, 2012
Co-Author for Kaplan's *Learn Every Day Program for Infants Toddlers and Twos,* 2013
Published series of Parent Workshop Guides with TN SIG Preschool Literacy Project, spring 2007
Lead Author on Literacy Pre-K Teacher Toolkit on www.readtennessee.com for TN State Department of Education

HONORS

Tennessee Reading Association, Literacy Leader Award, 2014-2015
Tennessee Reading Association Walter Helms Service Award, 2006-2007
Biltmore Who's Who Registry of Executives and Professionals, 2007-present
Cambridge Who's Who Executive and Professional Registry, 2008-present

PAUL FEUCHT

EDUCATION

BA   English and Philosophy, University of Wisconsin, Madison WI

PROFESSIONAL HIGHLIGHTS

Mr. Feucht has spent his career dedicated to raising student achievement by coaching and training teachers using Houghton Mifflin Harcourt (HMH) and Scholastic Intervention programs. Mr. Feucht is an exceptional leader and especially knowledgeable in HMH literacy and interventional reading programs.

PROFESSIONAL EXPERIENCE

2016–Present   **Houghton Mifflin Harcourt**
Instructional Coach

- Trains and provides and technical assistance for *READ 180* and *System 44* programs
- Supports initial and follow-up training
- Delivers coaching to teachers and/or groups of teachers

2006–2016   **Scholastic Education, New York, NY**

2010–2016   *Project Manager*

- Supported district staff and classroom teachers with literacy instruction related to Scholastic program usage across 15 middle and 12 high school locations
- Delivered product trainings and in-classroom coaching support in accordance with district-wide implementation plans
- Assisted in development, support, and monitoring of district-wide goals related to Scholastic literacy products.
- Coordinated internal team staff coming into district to assist in the delivery of service to teachers
- Managed and tracked all paperwork associated with product implementation including training and staff schedules, service, and daily email communications to classroom teachers and support staff.

2008–2010   **Duval County Project, Jacksonville, FL**
Implementation Consultant

- Delivered product trainings and in-classroom coaching support to over 100 literacy teachers using *READ 180* and *System 44* across 15–20 secondary school locations for two years

2006–2008   **Miami-Dade County Project, Miami, FL**
Implementation Consultant

- Delivered product trainings and in-classroom coaching support to approximately 70 literacy teachers using *READ 180* across five large, low-performing secondary school locations for two years

2003–2006   **Miami-Dade County Public Schools, Miami, FL**

2005–2006   *Reading Coach, Miami Northwestern Senior High School*

- Provided in-classroom support to approximately 20 *READ 180* teachers at low-performing high school
- Modeled instructional lessons, assisted with lesson planning, coordinated bi-weekly school-wide skill testing, conducted department trainings, and facilitated use of data by teachers for flexible grouping to target student skill needs during instruction

2003–2005   *Reading Teacher, Homestead Senior High School*

- Taught 9th grade Reading/Language Arts to striving readers at low-performing high school.
- Used *READ 180* upon its arrival in the district to maximize student developmental gains in reading and bolster student performance on the Florida state test
- Trained in Project C.R.I.S.S. (Creating Independence through Student-Owned Strategies)

GAYTHA HARRIS

EDUCATION

EdS Administration/Curriculum and Instruction, Lincoln Memorial University, Harrogate, TN
MA Elementary Education, Marshall University, Huntington, WV
BA Elementary Education, Marshall University

CERTIFICATIONS

Early Childhood Endorsement, University of Maryland, 1995
Reading Specialist, Marshall University, 1995
Administrative Certificate, Marshall University, 1981

PROFESSIONAL HIGHLIGHTS

Ms. Harris has been an Instructional Coach for Houghton Mifflin Harcourt (HMH) since 2013. In this role, she primarily provides training and coaching for various HMH programs including *iRead*, *READ 180*, and *System 44*. Ms. Harris' career in education spans 50 years, and includes crucial roles as consultant, grant writer, reviewer, and presenter. She also has over 30 years' experience as an educator. She earned her Education Specialist degree in administration & curriculum and instruction from Lincoln Memorial University and Master of Arts and Bachelor of Arts in elementary education from Marshall University.

PROFESSIONAL EXPERIENCE

2013–Present **Houghton Mifflin Harcourt**
Instructional Coach

- Provides training and coaching for *iRead* classrooms across three regions
- Provides training and coaching for *READ 180* and *System 44*
- Certified trainer and coach for *Big Day for PreK* and *Code X*

2010–2013 **Striving Readers Comprehensive Literacy (SRCL) Program, GA**
Professional Development Provider

- Created budget and SRCL Birth-to-Five professional development project design
- Provided day-to-day technical assistance and monthly visits for Georgia's Striving Readers' grant recipients
- Provided district data digs
- Produced instructional videos for required testing instruments
- Provided training for all required assessment tools
- Created coursework for Birth-to-Two for daycare providers in SRCL sites
- Conducted data training for SRCL recipients in summer SRCL leadership academies

2003–2013 **Independent Consultant, Grant Writer, Reviewer, Presenter**

- Provided technical assistance to districts in writing and reviewing federal and state grants
- Grant writer for STEM, School Improvement, Race to the Top, Investing in Innovation, Striving Readers, Head Start grants
- Professional learning: Provided grant writing workshops to help secure state and federal funding to supplement local, state, and federal dollars

- Worked with LEAs and schools writing 21st Century, Libraries in our Schools, Reading First, Early Reading First, Race to the Top, Striving Readers
- Grant Writer: Georgia's Reading Excellence, Reading First, and Striving Readers grants
- Reviewer: Louisiana Department of Education Striving Readers grant team FY2010–2013
- Consultant: Worked with Henry County Title I programs literacy and math specialists in FY2011–2012

2003–2009 **Talbot County Early Reading First, Easton, MD**

2009 *Project Coordinator*

- Provided the day-to-day operations for Talbot County Early Reading First
- Monitored grant compliance with EDGAR and OMB circulars, managed eight staff members, reported to the Talbot County Board of Education and US Education Department
- Prepared budget, answered federal audit findings, selected and ordered all materials, organized and managed all professional development training, worked with the outside evaluator, created necessary project fidelity tools, and provided technical assistance to the executive director, superintendent, and BOE on all aspects of the ERF grant
- Professional learning: SBRR strategies for early learners; Data analysis

2008–2009 *Professional Development Provider*

- Organized, trained, and monitored scientifically-based reading research professional development for Talbot County Early Reading First project
- Professional learning workshops include: ELLCO; PreK Teacher Reading Academy (five-day training)
- Assessments workshops: Get it, got it, Go!, PPVT IV, PALS-PreK, Data analysis

2003–2011 *Grant Writer*

- Worked with awarded Early Reading First and 21st CCLC grant entities in detailing and defining budgets; selecting and ordering all materials; broking product costs; organizing and managing professional development training; working with the outside project evaluator; creating necessary project fidelity tools; and, providing technical assistance to the project director, project coordinator, and staff on all aspects of the awarded grant
- Projects: Clarke County Early Reading First, Early County Early Reading First, Twiggs County Early Reading First, Talbot County Early Reading First, Greater Lawrence Early Reading First

2003–2007 **American Institutes for Research, Washington, DC**
Senior Monitor—Reading First Initiative

- Conducted monitoring visits and interviews with SEA, LEA, and selected schools
- Monitored and reported on progress, program implementation, and assessment data
- Compared SEA Reading First application to LEA implementation by observing classroom instruction, professional development, intervention practices, and SEA compliance

1998–2003   **Georgia Department of Education, Atlanta, GA**

2001–2003   *Program Manager—Georgia Reads/Reading First Director*

- Co-author of the Reading Excellence Act grant
- Designed professional development training for all sites to maintain program fidelity to the federal statute (E.D.G.A.R.)
- Conducted three Best Practices Institutes for best practices in scientifically based reading research and family literacy for over 3300 teachers, administrators, paraprofessionals, and community collaboratives
- Specifically accountable for providing management and oversight of technical assistance, professional development training design and training for the Reading Excellence Act grant
- Oversaw five full-time staff and provided direction and staff supervision of four Support Specialists for 54 reading demonstration sites and six tutorial assistance sites

1998–2001   *Education Program Specialist*

- Provided technical assistance to 182 schools in Georgia's Reading First and Reading Challenge state initiative in scientifically based reading research school reform
- Designed budget accountability system to help in the management of this state reading initiative
- Monitored program guidelines for compliance with requirements of this initiative
- Developed and delivered professional development coursework, comprising power writing, thematic teaching, the overall concept of thematic awareness, and all essential components of reading, writing and thematic teaching, to over 2,000 teachers and administrators under this initiative

1995–1998   **Clayton County Schools, Riverdale, GA**
Reading and School Improvement Specialist

- Provided guidance to administration in scientifically based reading research school reform while working in remediation of 2nd-grade students
- Developed school reform procedures, which successfully raised test scores from the 17th percentile to the 44th percentile on ITBS standardized tests in 14-month period for 2nd-grade students
- Developed and delivered professional development summer institutes for primary teachers and paraprofessionals in reading and math reform

1993–1995   **Department of Defense Dependent Schools, Heidelberg, Germany**
Teaching and Reading Specialist

1990–1993   **Town of Brookline, Brookline, MA**
First Grade Teacher/ Reading Specialist

1987–1990   **South Bend Community School Corporation, South Bend, IN**
First Grade Teacher/ Teacher Leader

1972–1987   **Putnam County Schools, Hurricane, WV**
Math Specialist/First Grade Teacher

AWARDS AND HONORS

- Putnam County, West Virginia, Reading Teacher of the Year, 1985
- Nominated for West Virginia Outstanding Educator Merit Award, 1986
- Project Teach, South Bend, Indiana, 1989
- John F. Kennedy, Teacher of the Year, 1990
- South Bend Community School Corporation, Honor Teacher of the Year, 1990
- Patrick Henry Elementary School, Heidelberg, Germany, Excellence in Education
- Performance Award, 1995

TERI HARRIS

EDUCATION

EdS Education Leadership, Kennesaw State University, Kennesaw, GA
EdS Curriculum and Instruction, Piedmont College, Demorest, GA
MS Early Childhood Education, University of West Georgia, Carrollton, GA
BS Early Childhood Education—Kent State University, Kennesaw, GA

CERTIFICATIONS

Coaching Endorsement, 2017
Reading Endorsement, 2009
National Board Certification, 2003
Teacher Support Specialist, 1996

PROFESSIONAL HIGHLIGHTS

Ms. Harris, Instructional Coach for Houghton Mifflin Harcourt (HMH), is an education professional with a talent for training school personnel. Her extensive experience in literacy education is in the areas of staff development, data analysis, team leadership and materials preparation. Ms. Harris' career in education spans nearly 20 years and includes such roles as curriculum coordinator, school improvement specialist, and classroom teacher. Notable among her achievements is the planning, implementing, monitoring, and assessing classroom instructional programs. As a reading endorsement instructor, she provides instruction of the theories and practices in literacy that have emanated from a long history of research and practice. Ms. Harris received Education Specialist degrees in education leadership and curriculum and instruction from Kennesaw State University and Piedmont College, respectively. She received a Master of Science degree in early childhood education from University of West Georgia and a Bachelor of Science degree in early childhood education from Kent State University.

PROFESSIONAL EXPERIENCE

2019–Present **Houghton Mifflin Harcourt**
Instructional Coach

2003–Present **Paulding County Schools, Dallas, GA**

2009–Present ***Curriculum Coordinator, K–12 of ELA/ESOL/World Languages***

- Provides subject matter expertise on ELA/ ESOL courses, materials and lesson plans
- Designs, implements and manages successful training programs to meet department and school needs for Literacy instruction and English learner instruction
- Negotiates contracts and delivery plans with vendors for ELA, World Language, and Title III (ESOL) programs of study
- Collaborates with administrators to determine course objectives for classroom instruction and tiered instruction
- Reaches out to vendors to evaluate available curriculums and associated materials for the ELA and Title III/ESOL programs of study
- Meets with parents to resolve conflicting educational priorities and issues
- Collaborates with teachers and administrators to discuss the academic needs of students in identified sub-groups to increase academic success
- Implemented, monitored and assessed classroom instructional programs

2003–2009   *School Improvement Specialist, Poole Elementary School*

- Assessed the instructional needs of the school by reviewing student data and the current curriculum
- Conducted ongoing evaluations of literacy improvement action and communicated the results to teachers and administrators
- Guided teachers to collect and analyze data and developed action plans in response to determined student needs
- Planned, implemented, monitored and assessed classroom instructional program
- Facilitated mentoring program between Veteran Teachers and First year teachers, increasing retention of teachers and enthusiasm for learning
- Provided ongoing professional learning to faculty

1988–2003   *Classroom Teacher, Abney Elementary*

- Taught primary students to read
- Collaborated with parents, administrators and counselors to develop improvement plans for struggling students
- Instructed groups of up to 31 students and provided individual support as needed
- Planned lessons, activities and trips to cover all required course material
- Modified the general education curriculum for special-needs students based on various instructional techniques and technologies
- Developed and taught lessons on relevant children's books, poems, movies and themes to promote student interest
- Planned, implemented, monitored and assessed classroom instructional program
- Created new lesson plans based on course objectives
- Met with parents to resolve conflicting educational priorities and issues

2009–Present   **Northwest Georgia RESA, Dallas, GA**
                 Reading Endorsement Instructor

- Provides instruction of the theories and practices in literacy that have emanated from a long history of research and practice
- Guides candidates as they examine how particular theories of literacy impact the practices of teaching reading and writing in the classroom and become familiar with the components of a strong reading program
- Facilitates the learning as candidates prepare to meet the reading needs of all students in the classroom
- Provides candidates with a solid understanding of the theory and practice of quality reading instruction as well as an understanding of the nature of the reading process, the reading program, and correcting reading difficulties
- Provides guidance as candidates learn how to evaluate school needs, organize reading instruction, and provide effective staff development in reading

2002–2011   **Georgia Educational Training Agency, Kennesaw, GA**
             Professional Learning Instructor

- Provided training sessions for participants on a variety of topics such as Classroom management, Early Literacy Stations, Writing Instruction, Understanding and Implementing new Ga Standards, and Utilizing classroom data
- Provided research-based theories and strategies for classroom instructional practices
- Provided real-world challenges and case studies for participants to analyze and plan instruction

MARTIN E. KRIEVS

EDUCATION

BA   Business Administration, James Madison University, Harrisonburg, VA

PROFESSIONAL HIGHLIGHTS

Mr. Krievs currently serves as Director of Sales for Houghton Mifflin Harcourt (HMH). Over the past 24 years, he has worked with numerous school districts, and his current responsibilities include directing sales decision-making regarding HMH activities. Mr. Krievs has extensive experience working with various curriculum areas, Pre-Kindergarten through Grade 12, including print and digital resources and their appropriate use in brick-and-mortar schools, cyber schools, and blended-learning environments.

PROFESSIONAL EXPERIENCE

1992–Present   **Houghton Mifflin Harcourt**

2004–Present   ***Director of Sales***

Responsible for coordinating sales campaigns of print and digital content to public and private schools. Works in conjunction with sales teams to develop and execute customized marketing plans. Develops and maintains strong relationships with customers at various levels of the decision-making process through customer service support and consistent communication. Responsible for creating and delivering sales presentations to address customer needs. Coordinates the creation and production of new products. Manages expense budgets.

1992–2004   ***Sales Representative, Harcourt School Publishers***

Was responsible for achieving yearly sales quotas while controlling expenses related to sales and service of textbooks. Developed and implemented a yearly sales plan that involved available resources, which included consultants, per diems, and other personnel to achieve desired sales goals. Identified issues and created solutions related to sales of reading, language arts, math, science, social studies, and health textbooks. Developed relationships with key customers through sales, service, and personal contact. Facilitated in-depth presentations of materials using various audio visual components.

1992   **MASA Corporation, Norfolk, VA**
Sales Representative

Was responsible for establishing new and maintaining existing sales accounts. Achieved monthly sales goals for packaging products and materials.

PROFESSIONAL AFFILIATIONS

Virginia Publishers Association
Virginia Science Teachers Association
Virginia State Reading Association

ROBIN LAUVER

EDUCATION

EdS   The George Washington University – Washington DC
Supervision & Leadership

MEd   Old Dominion University – Norfolk, VA
Early Childhood Special Education

BS   Old Dominion University – Norfolk, VA
Counseling

PROFESSIONAL HIGHLIGHTS

Ms. Lauver's career has been dedicated to helping children achieve from their earliest exposure to education and learning. Her expertise runs the gamut in special education and early childhood development. Robin puts her skills to good use when advising and instructing her customers on the specific programs that will answer their unique requirements.

PROFESSIONAL EXPERIENCE

2018-Present   **Houghton Mifflin Harcourt – Mid Atlantic Region**
Account Executive

- Design Intervention strategies to meet customer needs
- Manage customer requests and present relevant information specific to each district
- Demonstrate knowledge of the HMH solutions and align the features and benefits to the business needs of the customer
- Provide exemplary customer service to internal and external customers to cultivate solid business relationships

2007-2018   **Landmark Media Enterprises – Norfolk, VA**
National Sales Manager

Managed a team consisting of multiple designers, planners, trafficking and cross-functional teams from Commercial Marketing, Email Marketing, and Business Insights

2004-2007   **Hampton City Schools – Hampton, VA**
Special Education Supervisor

- Supervised 24 Special Education Classes throughout the school system
- Managed the Occupational, Physical, & Vision Therapy departments ensuring best practices were implemented for all students
- Acted as the point person for the preschool child study and eligibility committees for the city of Hampton

2002-2004   **Newport News Schools – Newport News, VA**
Assistant Principal

- Responsible for 18 classrooms ensuring the curriculum and pacing guides were followed correctly
- Chairperson for all child study and eligibility meetings at the building level and responsible for teacher assessments

- Served on the original committee that developed the Preschool Foundation Blocks for the Va. Department of Education

2001-2004 **The City of Portsmouth – Portsmouth, VA**
Infant and Toddler Coordinator

- Managed the IDEA Part-C grant while supervising teachers and other related services
- Contracted with OT, PT, & Speech Therapists to deliver services in a naturalistic setting
- Billed insurance companies while supporting families with Part-C funding when appropriate
- Served as diagnostician for the initial testing of infants

1995-2001 **Portsmouth Public Schools – Portsmouth, VA**
Special Education Teacher

- Taught preschool special education students using their IEP as the instructional guideline
- Evaluated students using the Brigance and Battelle Assessment using the data to develop IEP's for each child

JOQUITA MCKIBBEN

EDUCATION

BS   Elementary Education, University of West Florida, Pensacola, FL

PROFESSIONAL HIGHLIGHTS

Ms. McKibben has nearly 20 years of experience as a teacher and nearly 15 years as a consultant, manager, and director. Ms. McKibben brings a customer-focused, performance-driven attitude to her current position as a Professional Learning Director with HMH.

PROFESSIONAL EXPERIENCE

2011–Present   **Houghton Mifflin Harcourt**
Instructional Coach

- Provide and execute Implementation Plans with customers across the region
- Customize Professional Learning plans to support program adoptions

Manager, Education Services – East

- Provided professional service support for AL, MS, GA, and FL
- Supported Account Executives to Position solution-based service offerings
- Customized professional development plans and calendars to support program adoptions
- Collaborated closely with logistics and scheduling to ensure events are scheduled timely and with qualified consultants
- Maintained a highly qualified team through ongoing recruiting, hiring and training
- Evaluated Education Consultants and Education Specialists
- Monitored implementation fidelity and quality delivery through observations and customer evaluations
- Monitored Education Consultants calendars to guarantee utilization of available hours

Implementation Specialist

- Built Implementation plans with High Value Accounts (HVA) to meet entitlements
- Provided solution-based support for strategic accounts
- Collaborated with Consultant and Per Diem Managers regarding scheduling Initial Program Overviews and Beyond the Basic Trainings
- Coordinated training objectives with Content Specialist and Educational Consultants for HVA
- Positioned customized Professional Development plans to HVA

National Content Specialist

- Collaborated with Regional Management and local Account Executives to target and provide solution-based support for long term strategic accounts
- Served as the in-depth content expert, providing support for curriculum and Regional Content Specialists
- Crafted and executed all high level, large district, and state adoption presentations

2005–2011 **Harcourt, Austin, TX**
National Consultant Manager

- Built strategic work relationships between Sales Managers, Sales Representatives, and Consultant team
- Hired, supervised, trained, scheduled, and evaluated Regional Consultants and Per Diem Consultants
- Oversaw the Regional Consultant and Per Diem budget and expenses
- Trained Sales Representatives, Consultants, and Per Diem Consultants on content of product
- Created strategic sales presentations
- Executed all high level, large district, and state adoption presentations
- Crafted and facilitated training models for product implementation and fee-based advanced implementation
- Created workshops for state, regional, and national IRA and NCTM Conferences
- Approved and assigned Regional Consultants and Per Diem request forms submitted by Sales Representatives

2000–2005 **Saxon Publishers, Norman, OK**
Regional Consultant

1998–2000 **Saxon Publishers, Norman, OK**
Per Diem Consultant

1993–2000 **Santa Rosa School Board—Berryhill Elementary School, Milton, FL**
Second Grade Teacher

1987–1993 **Bay County Board of Education—Cherry Street Elementary School, Panama City, FL**
Second Grade Teacher

1983–1987 **Fulton County Board of Education—Josephine Wells Elementary School, Atlanta, GA**
First and Second Grade Teacher and Fourth and Seventh Grade Math Teacher

1977–1983 **Santa Rosa School Board—Pea Ridge and S.S. Dixon Elementary Schools, Milton, FL**
First Grade Teacher

PROFESSIONAL COURSES
- Spaeth Communications: *Presentation Skills*; Dallas, Texas
- Margaret Keys: *Presentation Skills & Strategies*; Austin, Texas
- Estes Group, Inc. *Brain-Based Powerful Presentations*; Atlanta, GA
- ASCD: Effective *Brain-Based Teaching Strategies*; Orlando, Florida
- HMH University: *Presentation 102: BOOT Camp for Consultants*; *Presentation Skills 101: Dynamic Opens; Presentation Skills 103: Engaging the Audience; Presentation Skills 104: Visual Cues*; *Presentation Skills 105: Verbal and Vocal Cues*, WebEx 101: *Fundamentals*; WebEx 102: *Hosting a WebEx* (part 1) WebEx 103: *Hosting a WebEx* (part 2) *Technology Training 101: SMART & Promethean Board*

ALBERT MORTON

EDUCATION

BBA Marketing, Tennessee State University, Nashville, TN

PROFESSIONAL HIGHLIGHTS

Mr. Morton has been a Project Manager for Houghton Mifflin Harcourt (HMH) since 2007. In this role, he primarily plans and implements professional development and delivers trainings on HMH programs to districts, schools, and teachers. Mr. Morton also served as an educator in the public school system for five years, where he assisted in the implementation of new academic programs for Clayton County Public Schools. He earned his Bachelor of Business Administration degree in marketing from Tennessee State University in Nashville.

PROFESSIONAL EXPERIENCE

2007–Present **Houghton Mifflin Harcourt**
Project Manager

- Plans and implements professional development for districts, schools, and teachers
- Delivers trainings on educational programs
- Customizes seminars and workshops to meet customer needs and missions
- Coaches and supports teachers with educational systems and programs
- Develops and maintains strong relationships between school districts and company
- Uses technology to conduct computer-based trainings

2002–2007 **Clayton County Public Schools, Jonesboro, GA**
Educator

- Planned and implemented state-regulated instructional programs
- Created a classroom environment conducive to learning by employing a variety of appropriate teaching strategies
- Served as a Professional Standards Coach to fellow teachers
- Organized staff workshops and assisted with school improvement plans
- Assisted in the implementation of new county programs
- Mentored and coached teachers in effective classroom management practices

1999–2002 **Sears Roebuck and Company, Atlanta, GA**
Sales Manager/Store Merchant

- Managed the home fashions department
- Maintained a high level of sales by consistently coaching and developing associates
- Organized and conducted classes introducing new company directions
- Served as a mentor for trainees in the National Management Program

1997–1999 **National Bank of Commerce, Nashville, TN**
Financial Service Representative

- Processed banking transactions
- Opened accounts, processed loans, reviewed credit
- Assisted in branch administration (trained new employees, led incentive programs)

1995–1997   **Kroger Company, Nashville, TN**
Customer Service Representative

- Completed store evaluations, managed store audits
- Supervised and trained new employees
- Responsible for balancing safe and resolving customer complaints

KIMBERLY OLIVE TORRANCE

EDUCATION

MEd Educational Administration, Texas A&M University, College Station, TX
BS Curriculum and Instruction, Texas A&M University

PROFESSIONAL HIGHLIGHTS

Ms. Torrance is an Instructional Coach for Houghton Mifflin Harcourt (HMH). She had nearly 15 years of experience as an independent consultant prior to joining HMH. Ms. Torrance is also a seasoned project manager who mentors and trains new consultants. Areas of expertise include data analysis and reporting. She holds a Bachelor of Science degree from Texas A&M University where she majored in Curriculum and Instruction. She completed her Master of Education degree in Educational Administration from Texas A&M as well.

PROFESSIONAL EXPERIENCE

2010–Present **Houghton Mifflin Harcourt**
Instructional Coach

- Provides project management services to school districts under the direction of the Professional Services Manager, planning the district implementation and coordinating other consultants in the delivery of services
- Conducts Professional Service Learning sessions and provides teacher coaching and modeling in the classroom, ensuring teachers learn how to implement their program models with fidelity
- Assists in the custom design and delivery of curricula and training
- Analyzes data and makes recommendations for district-level implementations and differentiation strategies for teachers

1998–2012 **Grant Right Consulting**
Owner—Consultant

- Proposal writing/grant management—outstanding rate of 88% grant awards received
- Areas of focus: K–12 education, higher education, homelessness and housing, scholarships, capital campaigns, matching grants, technology, endowments and workforce development

2000–2010 **Metropolitan School District of Lawrence Township, Indianapolis, IN**
Director of Community Education & Supervisor of Alternative Services

- Served as district contact, trainer and coach for professional and para-professional staff members using *READ 180* and Plato online courseware in 19 schools
- Co-wrote a $6-million-dollar grant to convert all schools to magnet schools that included choice enrollment
- Directed the evening usage of the McKenzie Career Center, including partnerships with five colleges, community organizations, and the district community education program
- Served on the Quality Assessment Team for the district, resulting in improvements for 11 schools
- Served in leadership capacity on numerous district leadership teams including the Superintendent's Cabinet, school improvement committees, technology teams, and led strategic planning committees

- Coordinated the federally-funded Adult Basic Education program
- Accelerated continuing education program development and increased student registrations by 300%
- Instituted online courses, attracting 2,000 new students
- Analyzed customers, developing and conducting targeted, niche marketing including direct mail, email marketing, event booths and educational fairs
- Supervised nearly 200 employees and consultants in the community education department
- Initiated a credit recovery and alternative night school for high school students and adults resulting in a 5% increase in the graduation rate in one year
- Presented at state and national conferences on several topics
- Led the education committee and served as director for the Lawrence Chamber of Commerce
- Served as a director and officer on boards of several other local community organizations including Kiwanis
- Served as a director and officer on national boards including the National Community Education Association and Lucky Star Cavalier Rescue

1992–2000   **Brenham Independent School District, Brenham, TX**
               Director of Community Education

- Directed the Community Education Center for Brenham, Texas in partnership with Blinn College and the City of Brenham
- Coordinated the federally funded Adult Basic Education program
- Expanded Title services to students along with excellent reporting and data management
- Procured and managed over $1.4 million dollars in grants, implementing family literacy, after-school programs and day care for at-risk pre-school students
- Led committees in strategic planning, resulting in long-term district achievement gains for all schools
- Transformed the district's continuing and adult education from a budget of $50,000 to a self-sustaining program with annual expenses of $850,000
- Served in substantial leadership capacities for several local community organizations

AWARDS

Finalist, Indy's Best and Brightest—Education and Non-Profit
Community Educator of the Year, State of Texas
Gold Star Award, Community Education Rookie of the Year, State of Texas

Appendix B: Walkthrough Guides

READ 180 Universal
Walkthrough Guide

Henrico County Public Schools Walkthrough Guide

READ 180® Universal

To experience *READ 180,* visit the following link and enter a set of the HCPS teacher credentials provided below.

https://h201000010.education.scholastic.com

USER NAME	PASSWORD	PROGRAM
t_henricor180a	Welcome1	READ 180 U Stage A
t_henricor180b	Welcome1	READ 180 U Stage B
t_henricor180c	Welcome1	READ 180 U Stage C
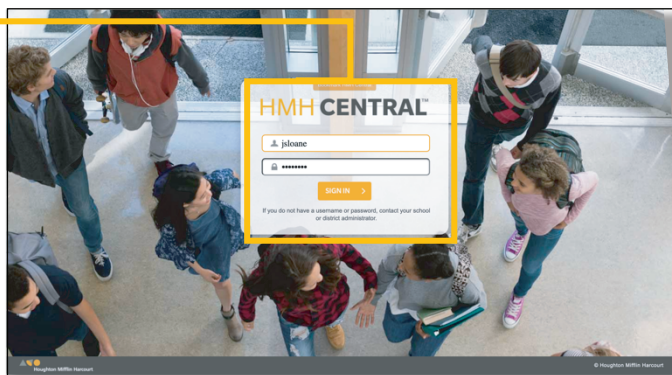
Select the **HMH Teacher Central icon**. This will take you to the teacher platform.
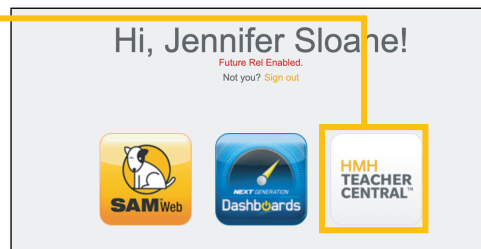
On the HMH Teacher Central home page take note of the different areas across the top of the screen: **Class Management**, **Data Dashboard, Teacher Tools, Bookshelf, Resources**, and **TEACH.**
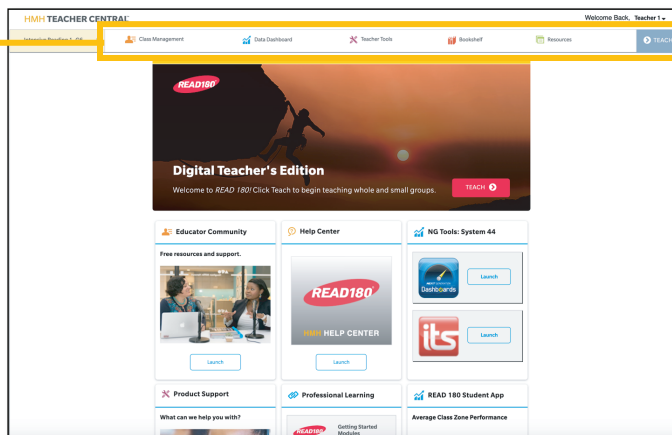
Scroll down the page to view the widgets and data snapshots available to support a *READ 180* class.

Locate the **Student App Demo** widget and click **Launch** to experience the Student App content.
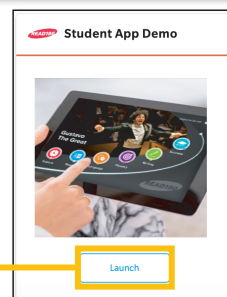
The **Student App Demo** allows a user to select any Stage, Segment, and Level of *READ 180*, and then select any activity to explore as a student.

NOTE: This is menu screen is NOT the same zone menu that students see. The demo view is only visible to teachers as way to explore different activities within the software.
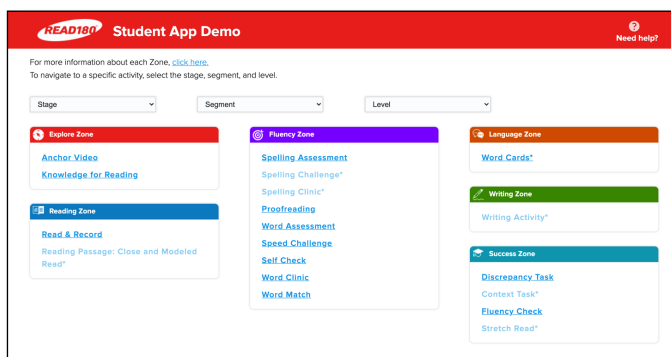
If this is your first time accessing the **Student App Demo**, start with the **Need Help?** section to learn a little more about the program.

Here you will find a welcome video to the *READ 180* Student App, as well as detailed videos on each Student App zone.
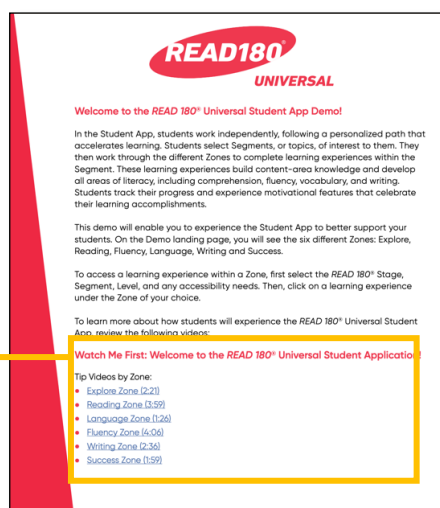
Next download the **Student App Overview** found in the <u>click here</u> link.
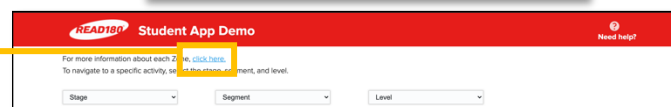
This resouce provides additional details on a student's flow through the software, as well as descriptions of the user experience and instructional purpose of every activity.
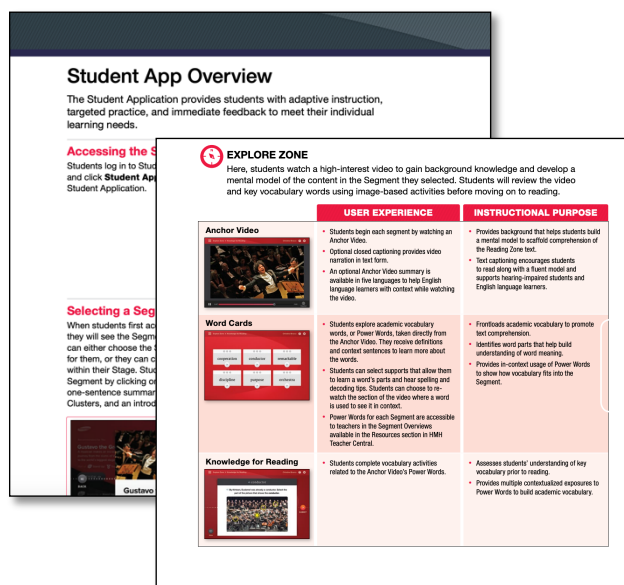
Now, explore a variety of activities from the software, by selecting a **Stage, Segment**, and **Level** from the drop-down menus and then selecting an activity.
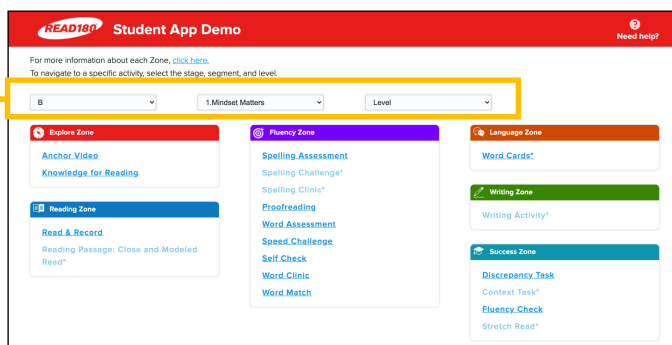
As soon as an activity is selected, the Student App will launch directly into the activity. Users can interact just as a student would, but no data is saved after exiting the activity.

To return to the **Student App Demo** menu, either complete the activity or click on the Zone Menu in the upper left of the screen. Click **YES** in the pop-up window.

Keep exploring until you are ready to return to **HMH Teacher Central** by selecting the previous tab or window.
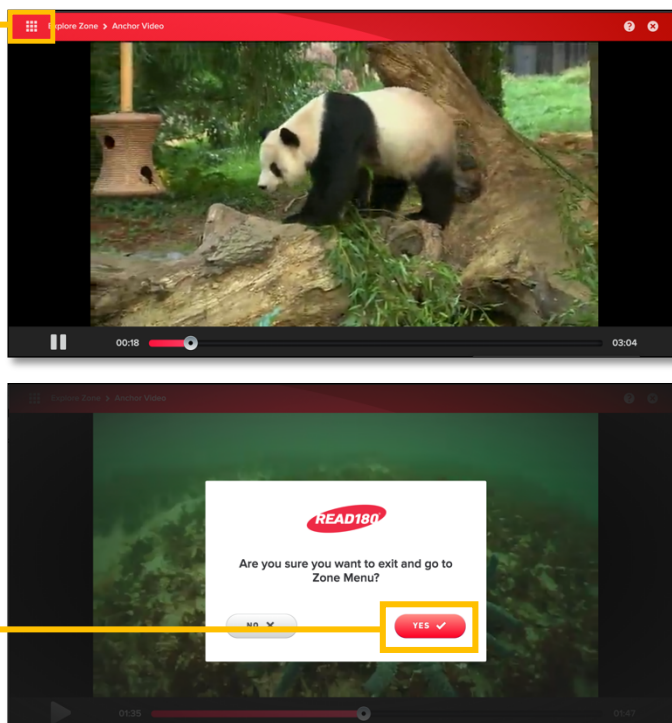
In the drop-down menu on the left-hand side of the screen, teachers can see and quickly switch between their classes.

When you are ready to move on, click the **Class Management** tab.
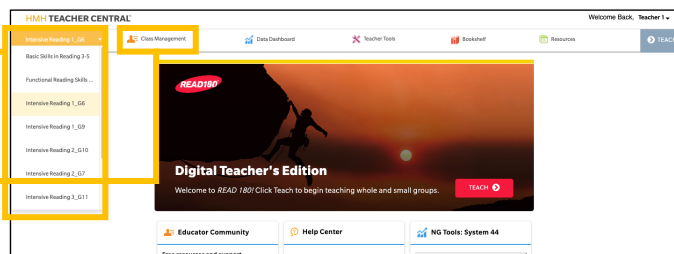
Class Management displays the Class Roster, allows for editing classes and students, and adjusting product settings.
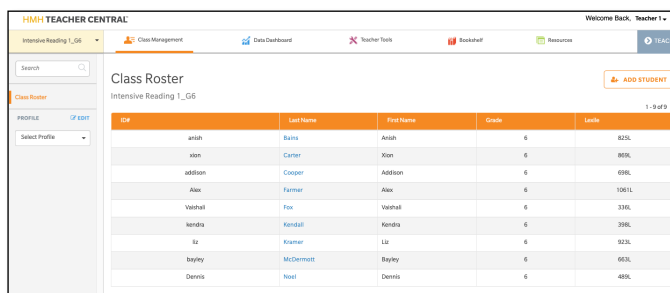
Click the **Edit** button beside **Profile** and click the **Edit** button next to **Product Settings** to see product control options.
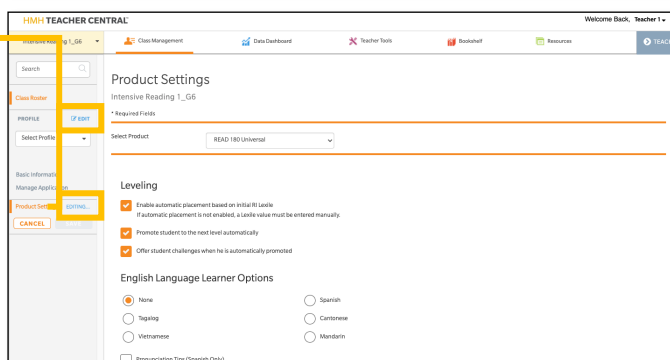
Next, click on the **Data Dashboard** tab.

View class-level reports by selecting from the report names in the left-hand navigation.

Click on the **Learn More** button for additional information on any report.
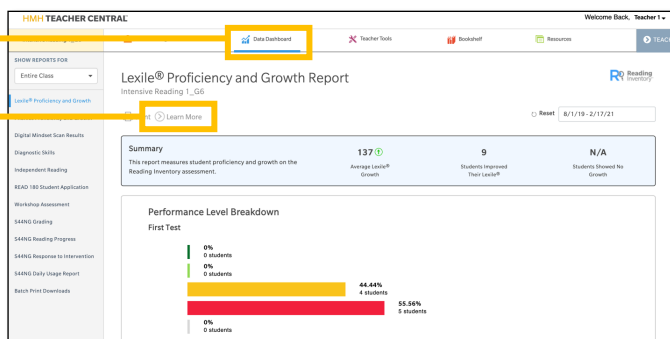
Scroll down to the table section of any report and click on the **About This Table** button to review data found in each column of the table.

Click on a student's name in the table to see their student-level reports.

From the **SHOW REPORTS FOR** drop-down, select either Entire Class to return to class-level reports, or select a new student to view individual student's reports.

When you are ready to move on, select the **Teacher Tools** tab.
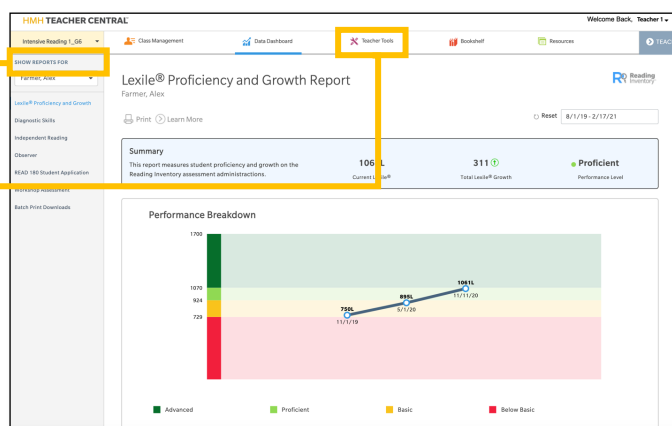
Click **Launch Tool** under Assignment Board to see where Workshop Assessments are assigned and Student App activities are graded.

Next, select **Launch Tool** under Groupinator® to see what types of groups can be formed.

Additional Teacher Tools can be found in the **TEACH** section of Teacher Central.
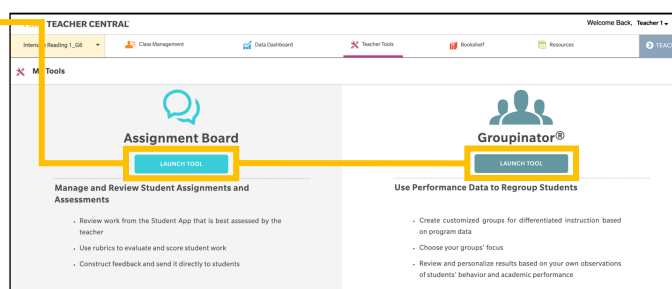
Next, select the **Bookshelf** tab. Each stage of READ 180 Universal instruction includes over 120 texts per stage including cross-curricular, culturally sensitive fiction and non-fiction titles in both print and digital format for use in remote or distance learning environments.

If a class also has *System 44* students, the teacher will be able to see those Independent Reading titles as well.

Select the **All Titles** tab to view all available titles.
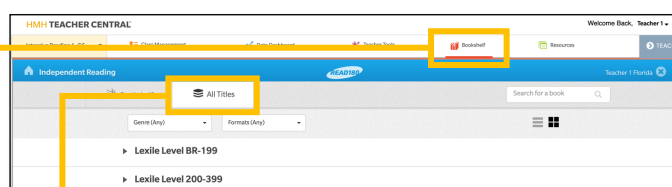
Expand the **Lexile® Level** bands to see titles that fit within each range.

Filters are available below the **All Titles** tab to view by genre or Format.
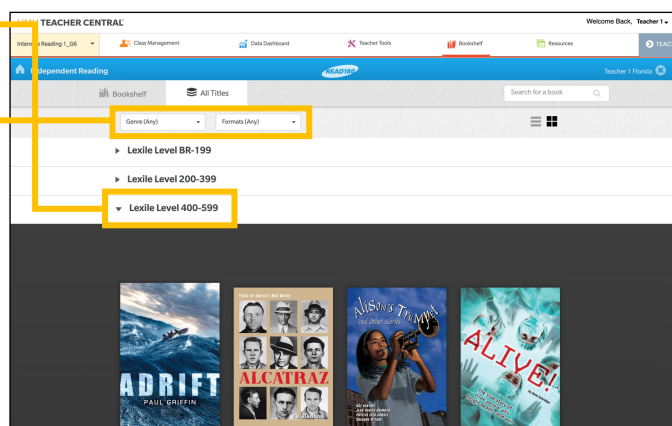
Now, select a title and click **READ**.
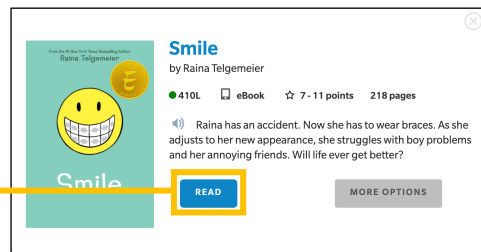
Examine the tools and activities within each title by clicking the **Support** button at the bottom of the screen.
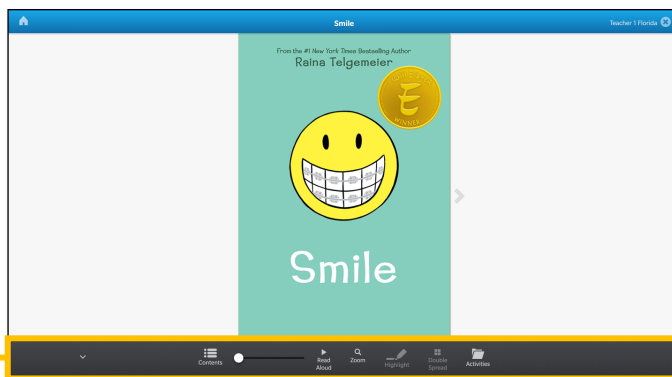
When you have finished reviewing the Independent Reading Bookshelf, select the **Resources** tab.
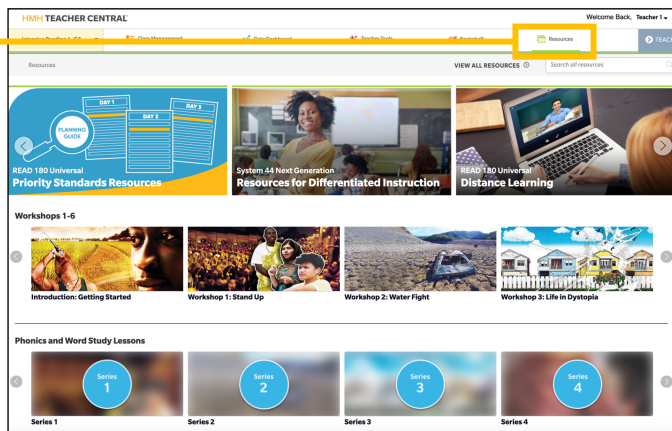
Explore the categories of resources available on this page. Click into a category to see which resources are included.

Next, click **View All Resources**. Here you can apply filters and perform keyword searches.
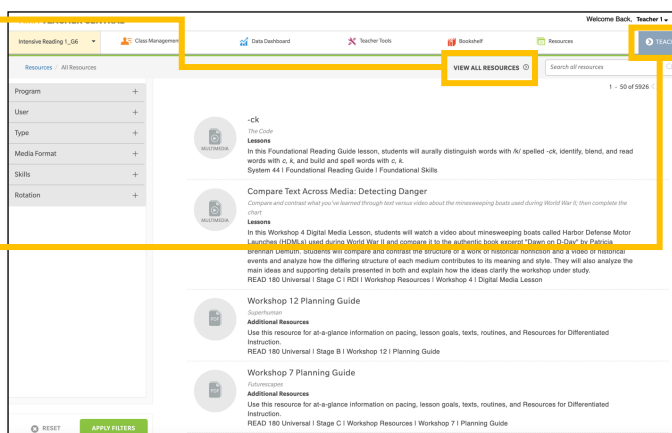
Search for "anchor video" to view any of the Workshop anchor videos. Select one that interests you to view.

When you are ready, select the **TEACH** button to review the Digital Teacher's Edition.

View all of the Workshops that are available for the class you currently have selected. Click on any Workshop tile to reveal the Workshop summary and Resources, then click **Open** to access the list of Workshop lessons.
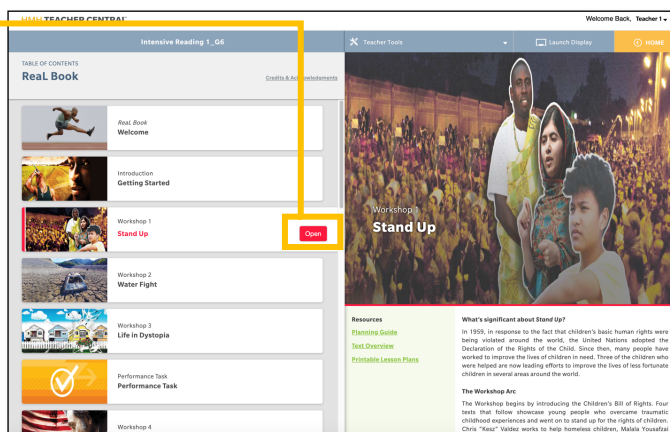
Scroll through the Workshop lessons and select one that you want to learn more about.
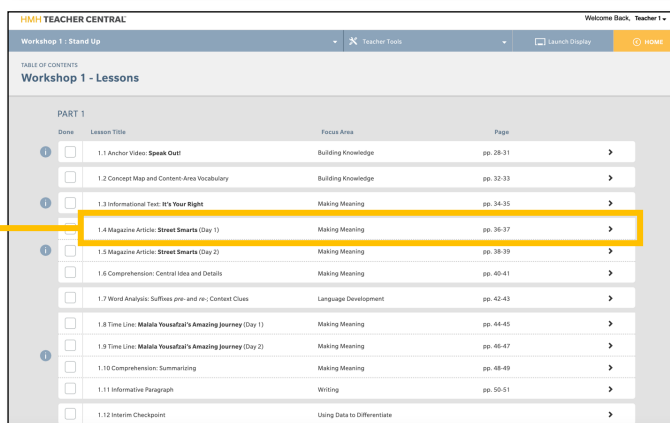
Review the content available in the left-hand panel by clicking on any tile. The **Overview** contains all of the information a teacher needs in preparation to teach a lesson.

Now, use the toggle to view the **Lesson** content to view the full lesson plan. The right-hand panel contains the corresponding *ReaL Book* pages students will access for the lesson.
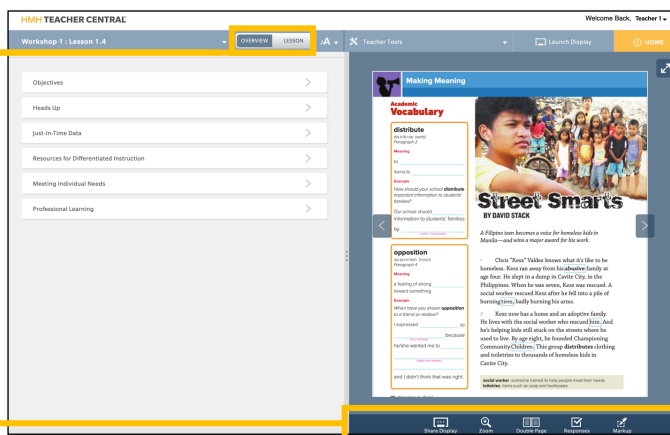
Use the onscreen tools to explore how the page can be displayed to students.

Finally, open the **Teacher Tools** drop-down menu. There are additional tools that a teacher can use during class, in addition to the Groupinator and Assignment Board, here.
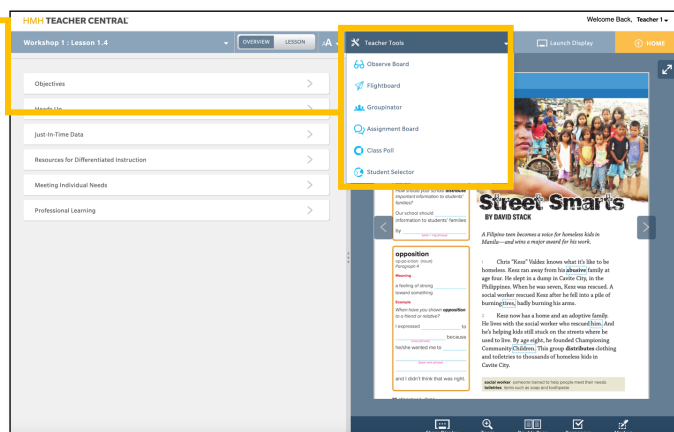
To select a new Lesson or Workshop, click on the drop-down menu.

Clicking the **Home** button or the **HMH Teacher Central** logo to take you back to the home page.
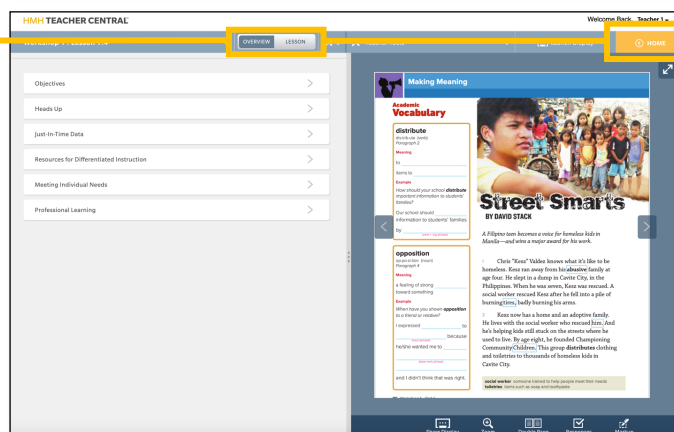
System 44 Next Generation
Walkthrough Guide

Henrico County Public Schools Walkthrough Guide

System 44®

To experience *System 44,* visit the following link and enter a set of the HCPS teacher credentials provided below.

https://h201000010.education.scholastic.com

USER NAME	PASSWORD	PROGRAM
t_henricos44sec	Welcome1	System 44 NG Upper Elementary
t_henricos44ue	Welcome1	System 44 NG Secondary
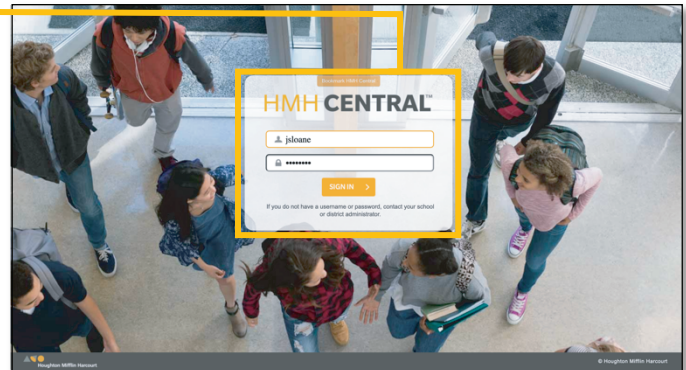
Select the **HMH Teacher Central icon**. This will take you to the teacher platform.
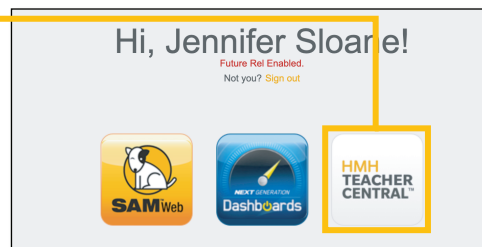
Teachers with students in *System 44* will have access to all of the same content and resources as *READ 180*, with additional supports available for *System 44*.
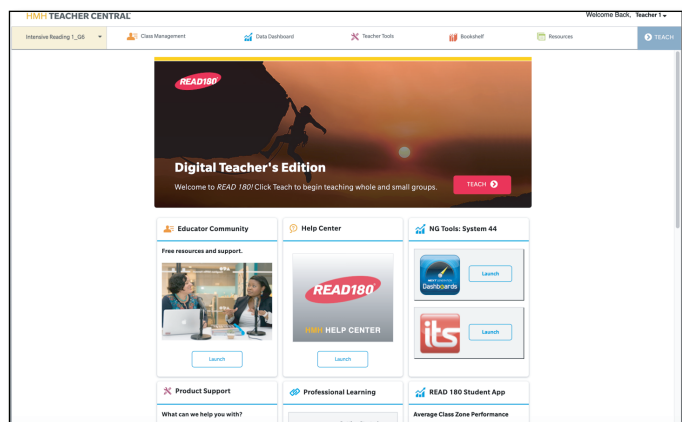
Locate the **Student Software Demo** widget and click **Launch** to experience the Student Software content.
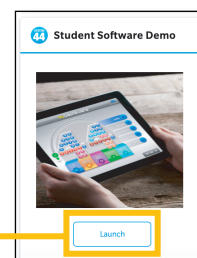
The **Student Software Demo** allows a user to select any Series and Topic, then select any related activity to explore as a student.

NOTE: This is menu screen is NOT the same zone menu that students see. The demo view is only visible to teachers as way to explore different activities within the software.
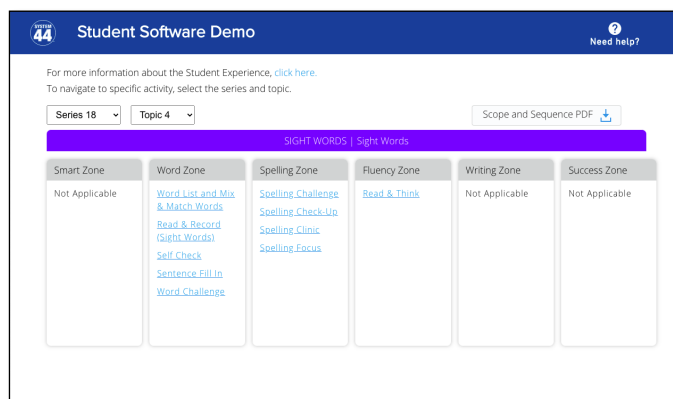
If this is your first time accessing the **Student Software Demo**, begin by accessing the PDF resources included in the different areas on screen. They provide detailed information about the Scope and Sequence, Student App activities, and provide links to videos.

Now, explore a variety of activities from the software, by selecting a **Series** and **Topic**, from the drop-down menus and then selecting an activity.

Only activities related to the Series and Topic combination will load.
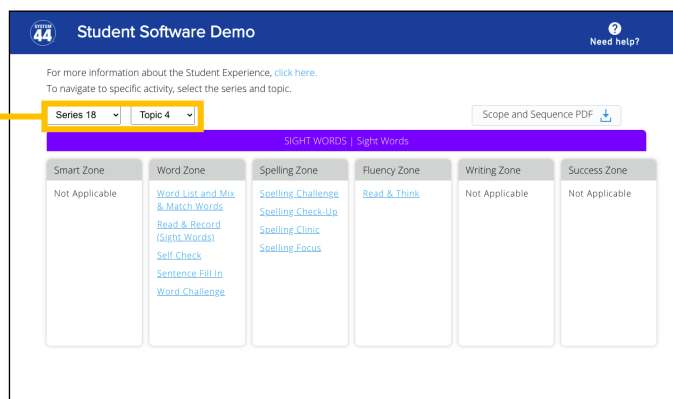
As soon as an activity is selected, the Student Software will launch directly into the activity. Users can interact just as a student would, but no data is saved after exiting the activity.

To return to the **Student Software Demo** menu, either complete the activity or click on the **Quit** button in the lower right of the screen. Click **YES** in the pop-up window. **Note that exiting System 44 Demo Mode is different from the READ 180 Demo Mode.**

Keep exploring until you are ready to return to **HMH Teacher Central** by selecting the previous tab or window.
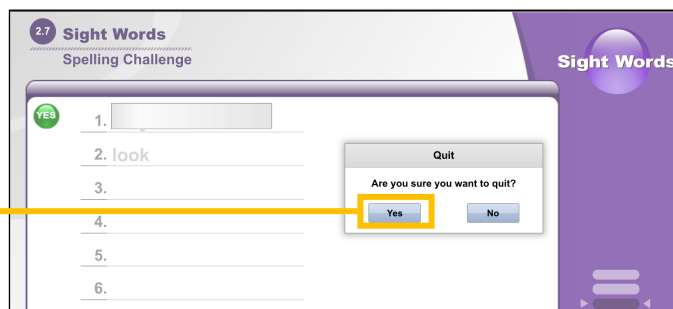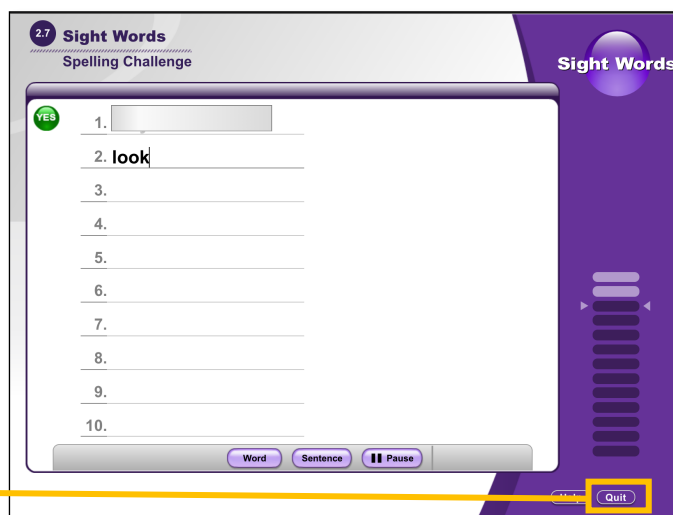
Spend time exploring the **Data Dashboard** tab. System 44 reports are clearly identified in the left-hand panel.

Reports cover student data from all areas of the program, including assessment, Student App, and Independent Reading progress.
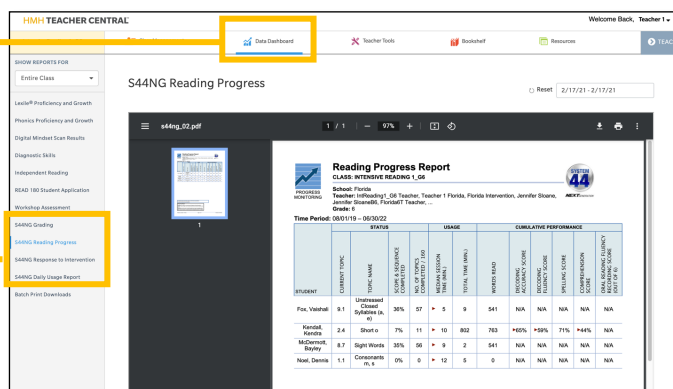
Next, click on **Resources** to explore additional tools to support Whole/Small Group learning, independent reading, and professional development.

Click the **HMH Teacher Central** icon in the top left to return to the home screen.
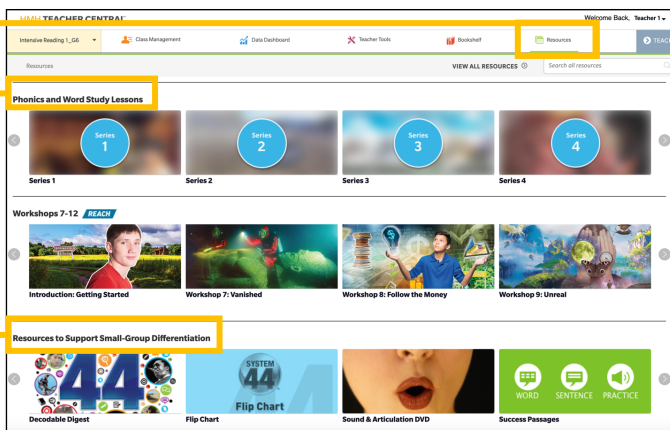
To access digital Teacher resources to support in-class or remote instruction, click **Launch** to open the **Interactive Teaching System (ITS)**.
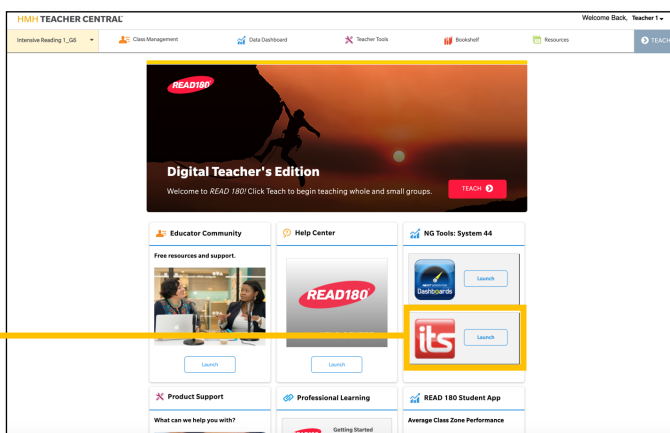
Click the *44Book* **Teacher's Edition** icon to access the digital Guide.
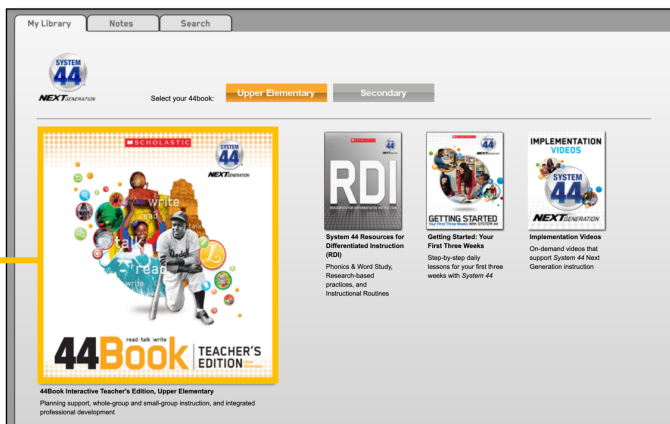
Access the **Table of Contents** from the left hand menu bar. Using the navigation arrows at the top and bottom of the screen, click through the available pages of the Teacher's Edition. Additionally, you can use the navigation bar at the bottom of the screen to slide pages or navigate to a specific page number.
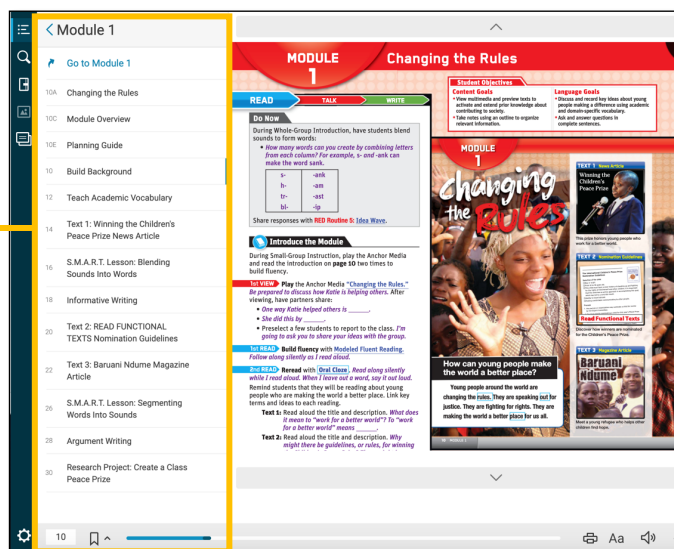
To return to the **ITS menu**, close the window or navigate back to the previous window.

Click the **Resources for Differentiated Instruction (RDI)** icon to access the digital guide.
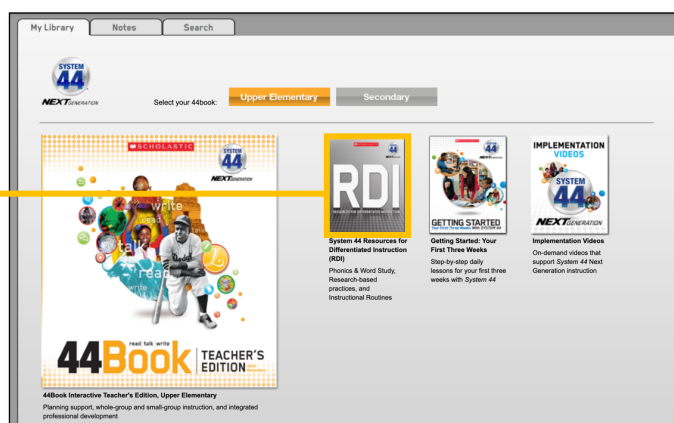
Access the **Table of Conte**nts from the left-hand menu bar. Using the navigation arrows at the top and bottom of the screen, click through the available pages of the RDI.
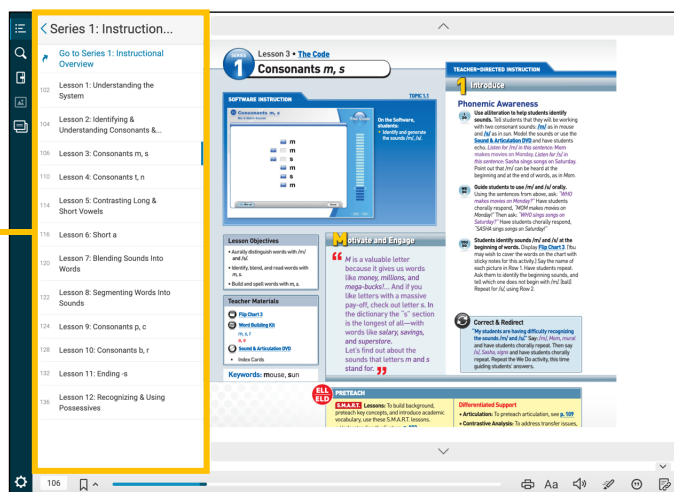
To return to the **ITS menu**, close this window or navigate back to previous window.

English 3D
Walkthrough Guide

Henrico County Public Schools Walkthrough Guide

English 3D®

To experience *English 3D,* visit the following link and enter a set of the HCPS teacher credentials provided below.

https://h201000010.education.scholastic.com

USER NAME	PASSWORD	PROGRAM
t_henricoe3da1	Welcome1	English 3D Course A Volume 1
t_henricoe3da2	Welcome1	English 3D Course A Volume 2
t_henricoe3db1	Welcome1	English 3D Course B Volume 1
t_henricoe3db2	Welcome1	English 3D Course B Volume 2
t_henricoe3dc	Welcome1	English 3D Course C

Select the **HMH Teacher Central** icon.

On the HMH Teacher Central home page, take note of the different areas across the top of the screen: **Class Selector, Class Management, Data Dashboard, Teacher Tools, Resources, and TEACH.**

Notice the **Help Center**, **Product Support**, and **Getting Started Modules**.

Click the yellow **Teach** button to explore the Digital Teaching Guide for the course.
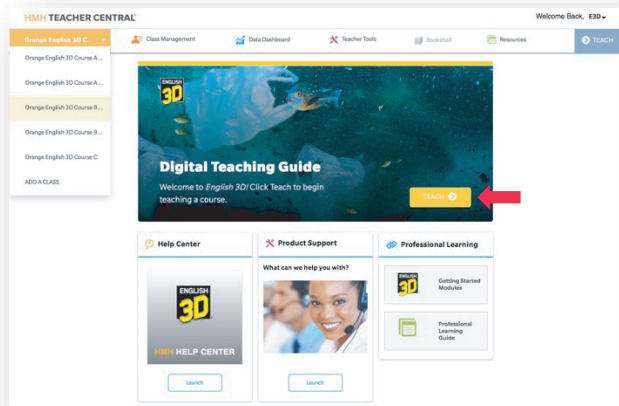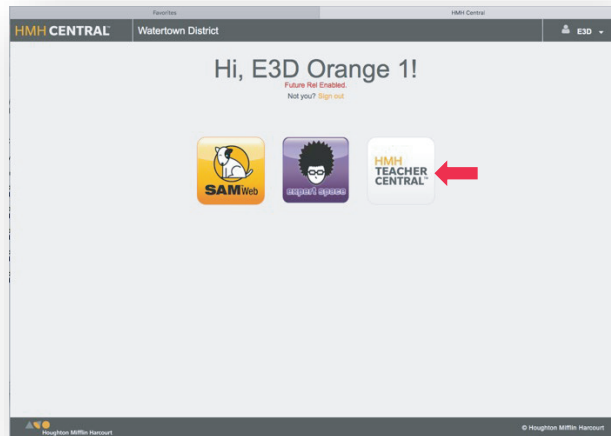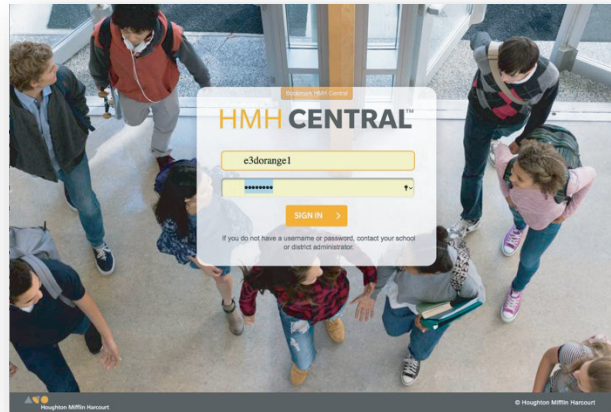
Select **Issue 1** and click **Teach**.
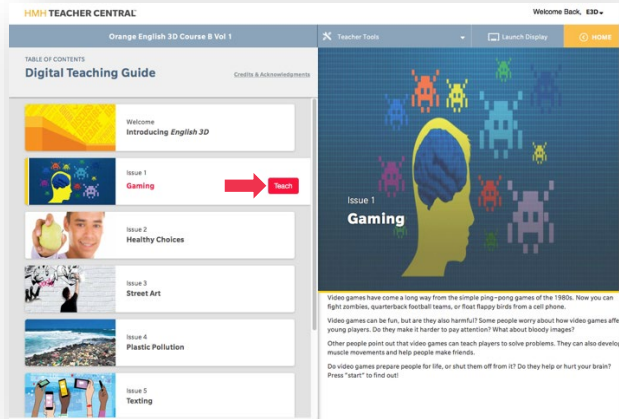
Choose a **Lesson** from the Table of Contents.
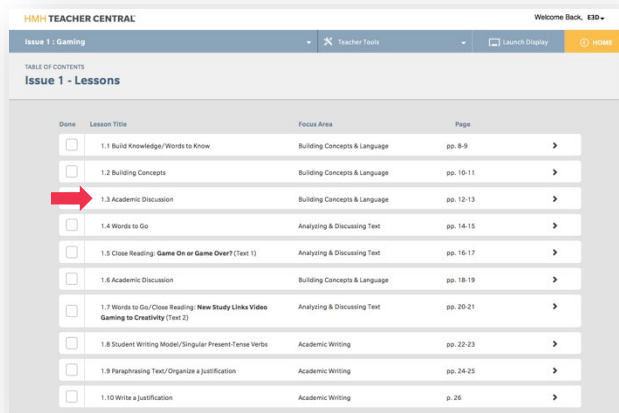
Notice the teacher lesson content appears on the left side of the screen and the student Language & Writing Portfolio appears on the right side of the screen.

Select **Objectives** to see the Lesson Objectives.

Notice the navigation tools on the bottom right side of the screen for the teacher to display the student content and model responses.
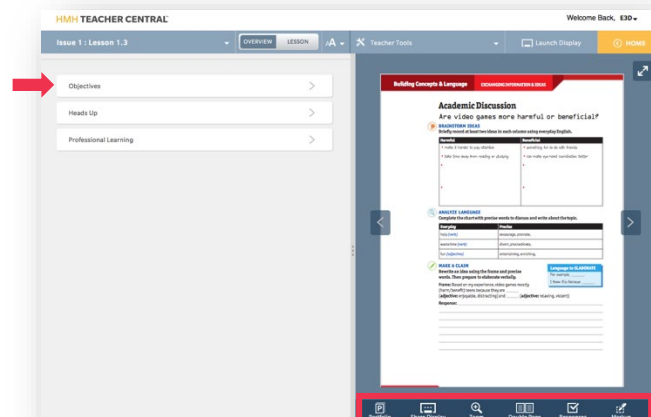
Select **Lesson** in the top navigation bar to toggle from the Overview to the Lesson.
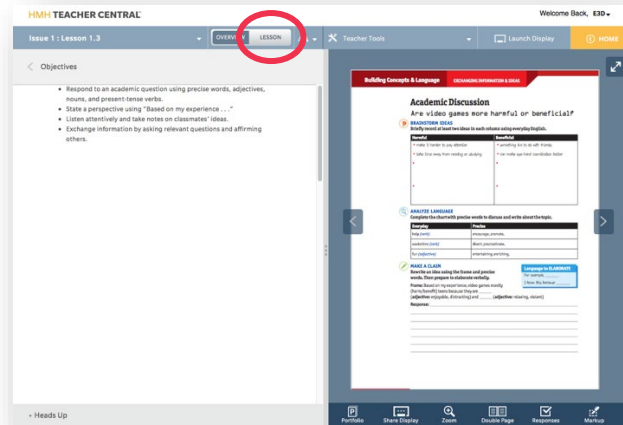
Choose a section of the lesson.
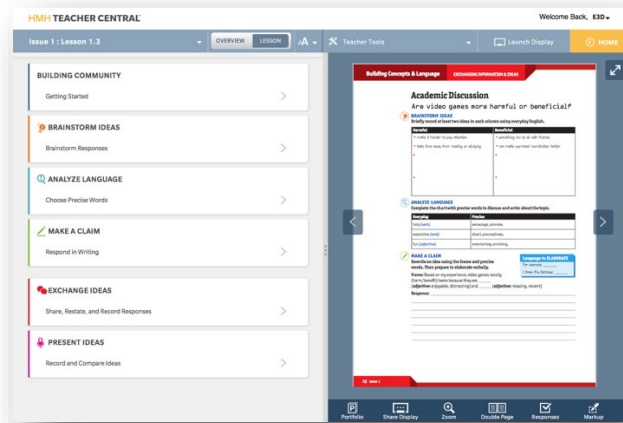
Use the **lesson scroll bar** to explore the lesson.

Select links within the lesson to review instructional routines or access embedded PDF or video resources.

Click the **See More/See Less** button to turn model language on and off.
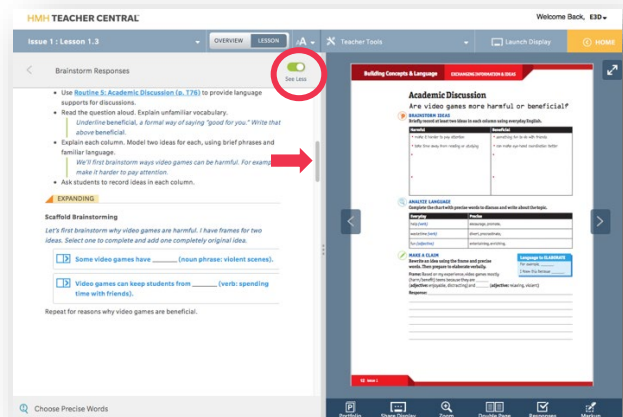
In the top navigation bar, click the **Teacher Tools** and select the **Class Poll** or **Student Selector** from the drop-down menu to explore these tools.

Click the **X** on the top right to close the Teacher Tools and return to the lesson.
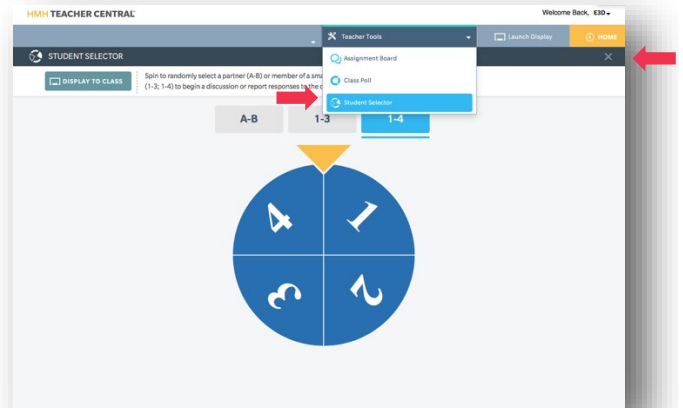
From the drop-down menu on the top left, select the **Issue** to review more lessons from the unit or select **Table of Contents – Digital Teaching Guide** to select another Issue to review.

When you are finished reviewing the Digital Teaching Guide, select the orange **Home** button on the top right.
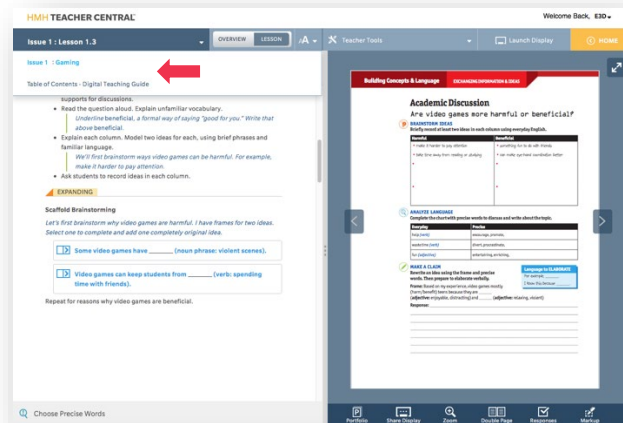
Select **Class Management** from the navigation bar at the top of the screen.
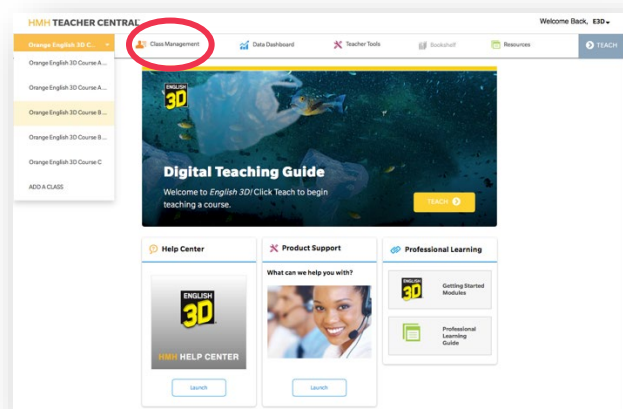
Class Management displays the Class Roster, allows for editing classes and students, and adjusting product settings.

Next, select **Data Dashboard** from the navigation bar at the top of the screen.
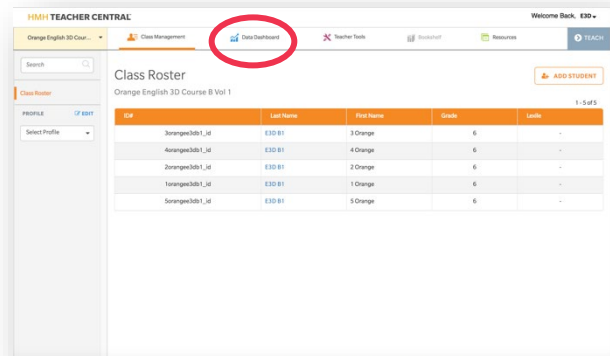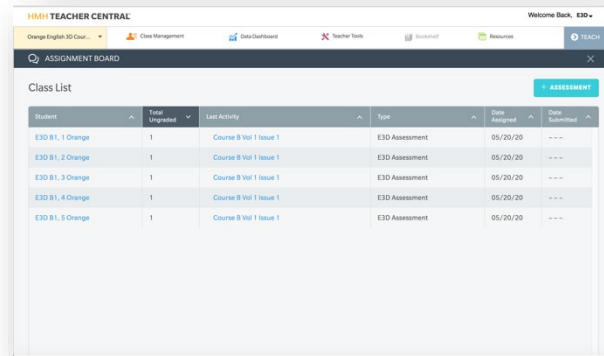

When students have completed Issues Tests online, you can view class and student data in the Data Dashboard like the sample report shown here.

Next, select **Teacher Tools** from the navigation bar at the top of the screen.
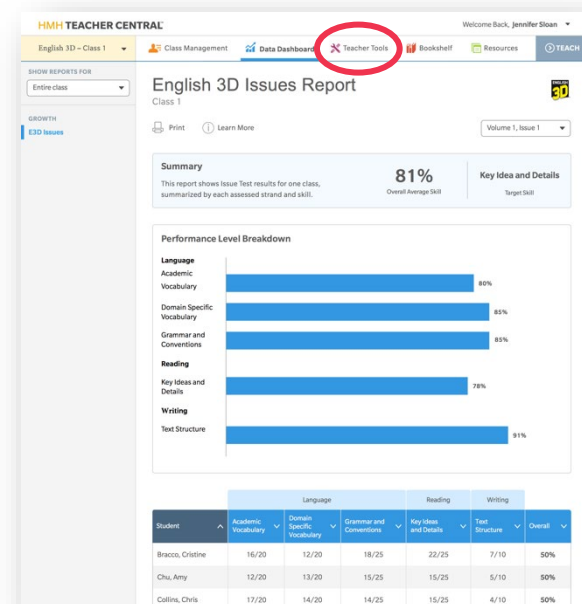
Click **Launch Tool** under Assignment Board to see where you assign the online Issue Test assessments.

Select **Resources** from the top navigation bar to see the collections of *English 3D* resources.

Explore the collections of resources available on this page. Click into a collection to see which resources are included.

Under **Issues**, select one of the Issues in the carousel to review the resources available for each unit.
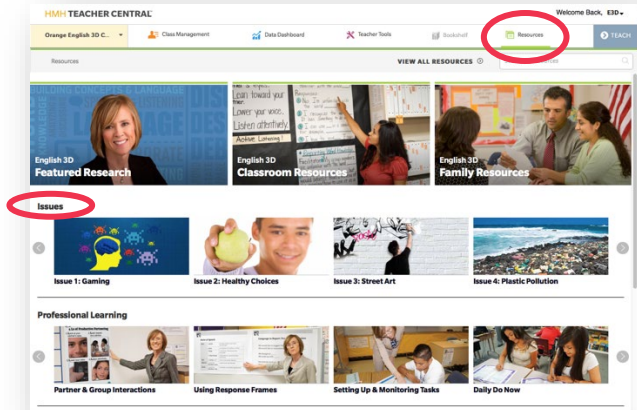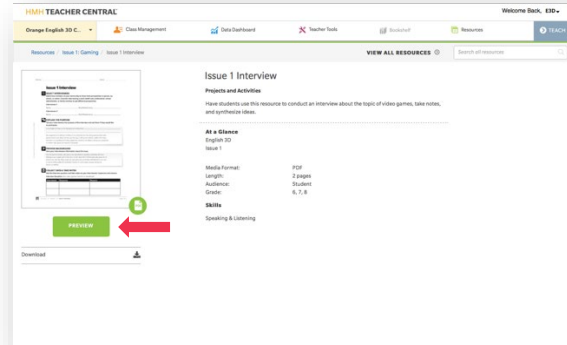

Select a resource from the list.
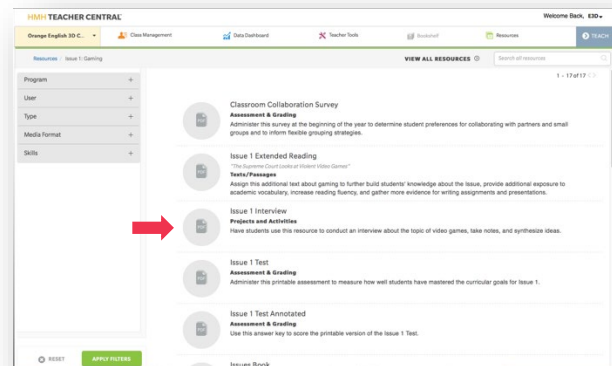
Click the green **Preview** button to see the first page.

Select **Download** to download the complete PDF.

Select the Issue title in the navigation bar on the top left to return to the list of resources available for the Issue.

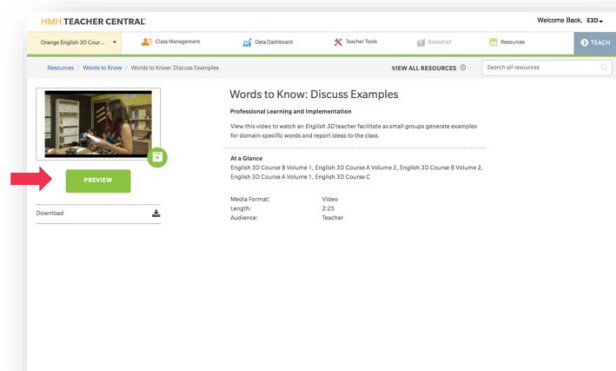Browse the other resources available for the Issue.

Select **Resources** in the top navigation bar to return to the collections of *English 3D* resources.

Under **Professional Learning**, select an Instructional Routine.
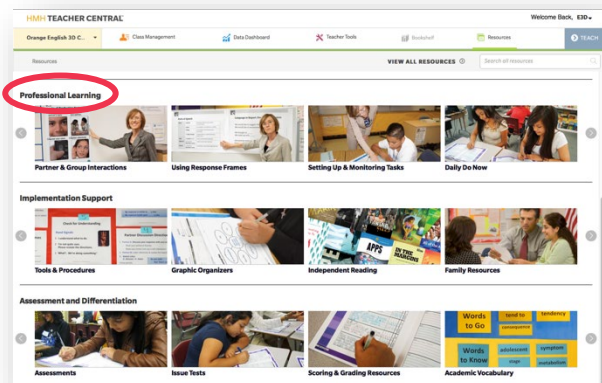
Select a video resource and click the green **Preview** button to view one of over 150 classroom professional learning videos.
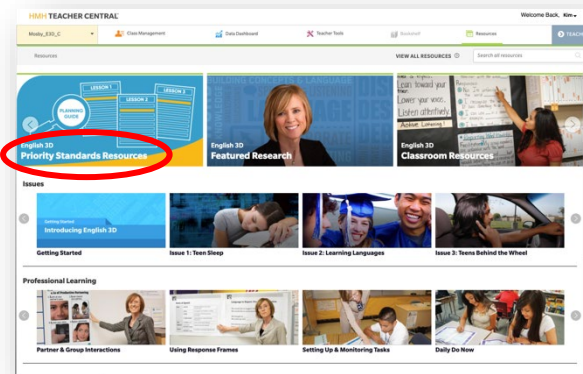
Select **Resources** in the top navigation bar to return to the collections of *English 3D* resources.

Click the English 3D Priority Standards Resources Collection.

In this collection, you can view and download:

- Priority Standards Pathways
- Distance Learning Guide
- Fillable PDFs

Select **Resources** in the top navigation bar to return to the collections of *English 3D* resources.

Use the scroll bar to navigate to the **Assessment and Differentiation** carousel.

Use the **arrow** on the right to see more collections.

Select the **Grammar & Conventions** collection.

View the list of practice pages available.
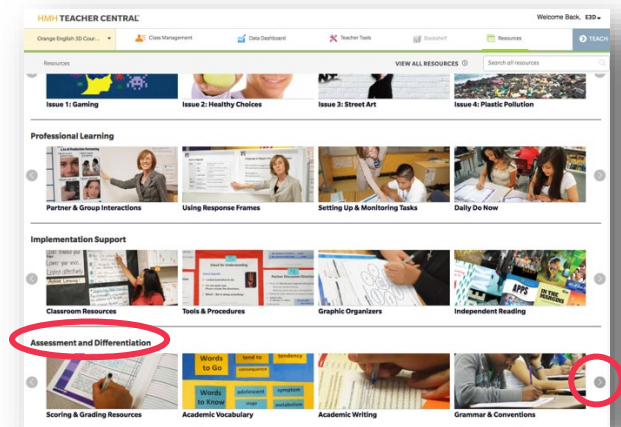
Next, click **View All Resources**. Here you can apply filters and perform keyword searches.

For example, enter "interview" in the **Search all resources** field to view any of the Issue Interview assignments.

Click **HMH Teacher Central** on the top left of the page to return to the HMH Teacher Central home page.

Student Access

For the student experience, visit the following link and enter a set of the student credentials provided below.

https://h201000010.education.scholastic.com

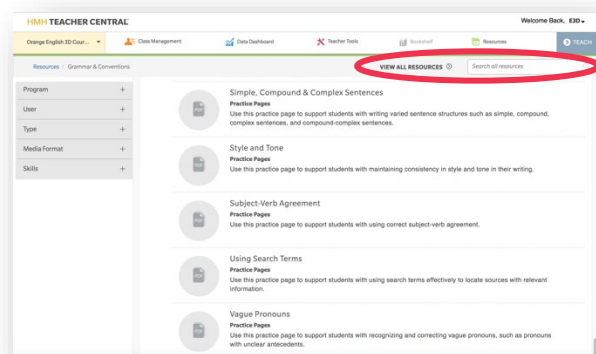| USER NAME	PASSWORD	PROGRAM
s_henricoe3da1	Welcome1	English 3D Course A Volume 1
s_henricoe3da2	Welcome1	English 3D Course A Volume 2
s_henricoe3db1	Welcome1	English 3D Course B Volume 1
s_henricoe3db2	Welcome1	English 3D Course B Volume 2
s_henricoe3dc	Welcome1	English 3D Course C
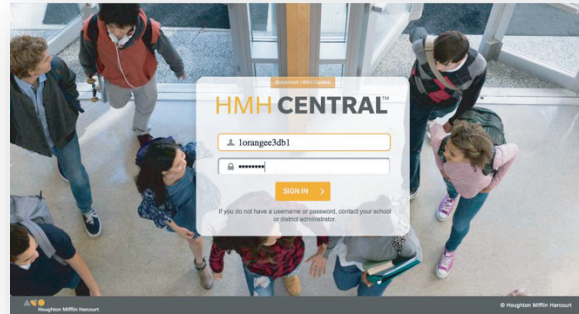
Select the **English 3D** icon.
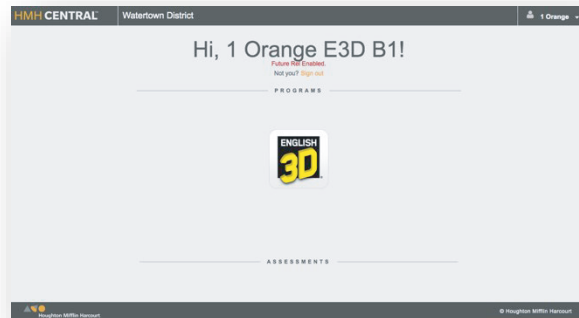
Notice the **Issues Book**, **Language & Writing Portfolio**, and **Assessments**.

Under **Issues Book**, click the yellow **Go** button to review the texts in *English 3D*.
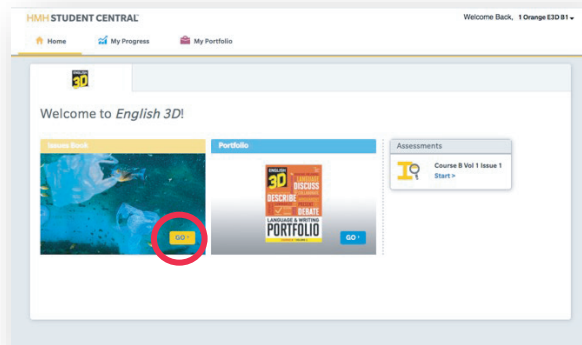
Click the arrow on the right to navigate through the texts.

Select **Support** on the bottom left of the screen to view the Table of Contents and support capabilities.

Click the **X** to close the Issues book window.

From the HMH Student Central home page under **Portfolio**, click the blue **Go** button to review the student Language & Writing Portfolio.
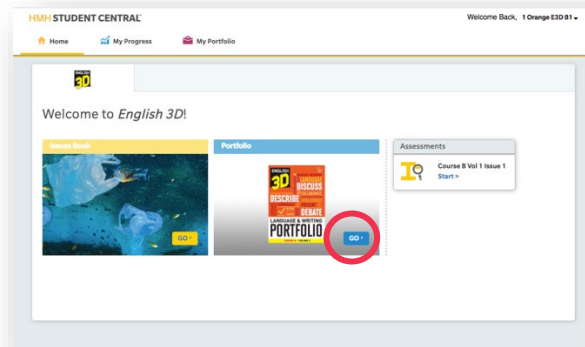
Click the arrow on the right to navigate through the texts.

Select **Support** on the bottom left of the screen to view the Table of Contents.
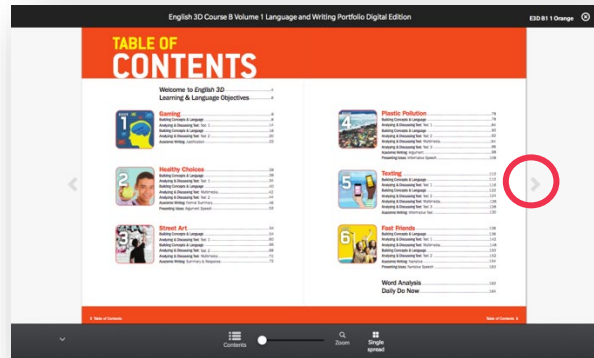
Go back to the HMH Student Central home page.

Under **Assessments**, click **Start** next to the Issue Tests icon.
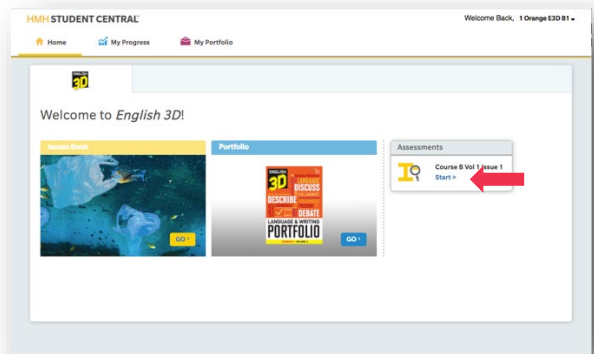
Click the orange **Go On** button to take an Issue Test.

Click **Next** after choosing each response.

Select **Progress** at the bottom right of the screen to see your progress.
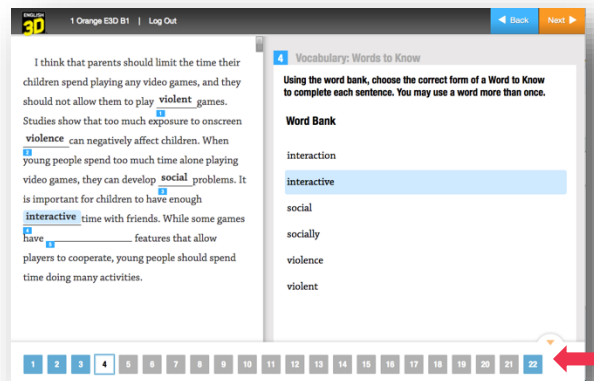
Writable® for *English 3D*

Click here to view sample content.

Houghton Mifflin Harcourt.
The Learning Company®

hmhco.com

Appendix C:
Houghton Mifflin Harcourt Accessibility Conformance Reports

Houghton Mifflin Harcourt Accessibility Conformance Report for

READ 180 Universal

Houghton Mifflin Harcourt Accessibility Conformance Report

WCAG Edition

**(Based on VPAT®
Version 2.4)**

Name of Product/Version: *READ 180 Universal*

Report Date: 11.2020

Product Description: *READ 180 Universal* (4–12) is the leading blended learning solution that accelerates learning for struggling readers by merging the latest in brain science, adaptive technology, professional learning, and knowledge for school and life. Groundbreaking innovation and efficacy studies ensure that, year after year, *READ 180 Universal* is the undisputed leader in reading intervention. Engineered to unlock the science behind reading success, *READ 180 Universal* incorporates the latest research and principles of how the brain learns to read. With cognitive science, interactive content, and a reengineered teaching system, *READ 180 Universal* provides unparalleled support to accelerate student achievement inside the classroom or in remote learning environments.

Contact Information: Cathy Ferrara; catherine.ferrara@hmhco.com

Notes: HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

"Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

Evaluation Methods Used:

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (No) Level AA (No) Level AAA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports**: Some functionality of the product does not meet the criterion.
- **Does Not Support**: The majority of product functionality does not meet the criterion.
- **Not Applicable**: The criterion is not relevant to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.2.2 Captions (Prerecorded) (Level A)	Supports	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.1 Info and Relationships (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.2 Meaningful Sequence (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.3 Sensory Characteristics (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

Criteria	Conformance Level	Remarks and Explanations
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	
2.1.1 Keyboard (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.1.2 No Keyboard Trap (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	
2.2.1 Timing Adjustable (Level A)	Supports	
2.2.2 Pause, Stop, Hide (Level A)	Supports	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.2 Page Titled (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.3 Focus Order (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.4 Link Purpose (In Context) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with

Criteria	Conformance Level	Remarks and Explanations
		the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.5.1 Pointer Gestures (Level A 2.1 only)	Not Applicable	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Not Applicable	
2.5.3 Label in Name (Level A 2.1 only)	Not Applicable	
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	
3.1.1 Language of Page (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.3.1 Error Identification (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.3.2 Labels or Instructions (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
4.1.1 Parsing (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA

Criteria	Conformance Level	Remarks and Explanations
		compliant by the 2022–2023 school year.
[4.1.2 Name, Role, Value](#) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.4 Orientation (Level AA 2.1 only)	Not Applicable	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Not Applicable	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Not Applicable	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Not Applicable	
1.4.12 Text Spacing (Level AA 2.1 only)	Not Applicable	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Not Applicable	
2.4.5 Multiple Ways (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.6 Headings and Labels (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic

Criteria	Conformance Level	Remarks and Explanations
		instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.7 Focus Visible (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.1.2 Language of Parts (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.2.3 Consistent Navigation (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *READ 180 Universal* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	
4.1.3 Status Messages (Level AA 2.1 only)	Not Applicable	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Evaluated	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Evaluated	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Evaluated	
1.2.9 Audio-only (Live) (Level AAA)	Not Evaluated	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Evaluated	
1.4.6 Contrast (Enhanced) (Level AAA)	Not Evaluated	
1.4.7 Low or No Background Audio (Level AAA)	Not Evaluated	
1.4.8 Visual Presentation (Level AAA)	Not Evaluated	
1.4.9 Images of Text (No Exception) (Level AAA)	Not Evaluated	
2.1.3 Keyboard (No Exception) (Level AAA)	Not Evaluated	
2.2.3 No Timing (Level AAA)	Not Evaluated	
2.2.4 Interruptions (Level AAA)	Not Evaluated	
2.2.5 Re-authenticating (Level AAA)	Not Evaluated	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Evaluated	
2.3.2 Three Flashes (Level AAA)	Not Evaluated	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Evaluated	
2.4.8 Location (Level AAA)	Not Evaluated	
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Evaluated	
2.4.10 Section Headings (Level AAA)	Not Evaluated	
2.5.5 Target Size (Level AAA 2.1 only)	Not Evaluated	
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Not Evaluated	
3.1.3 Unusual Words (Level AAA)	Not Evaluated	

Criteria	Conformance Level	Remarks and Explanations
3.1.4 Abbreviations (Level AAA)	Not Evaluated	
3.1.5 Reading Level (Level AAA)	Not Evaluated	
3.1.6 Pronunciation (Level AAA)	Not Evaluated	
3.2.5 Change on Request (Level AAA)	Not Evaluated	
3.3.5 Help (Level AAA)	Not Evaluated	
3.3.6 Error Prevention (All) (Level AAA)	Not Evaluated	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

Houghton Mifflin Harcourt Accessibility Conformance Report for

System 44 Next Generation

Houghton Mifflin Harcourt Accessibility Conformance Report

WCAG Edition

**(Based on VPAT®
Version 2.4)**

Name of Product/Version: *System 44 Next Generation*

Report Date: 11.2020

Product Description: *System 44 Next Generation* (3–12) is a proven foundational reading program designed to place the most challenged readers on the path to college and career. An explicit, personalized learning progression engages students in reading, writing, and language, as well as in speaking and listening. *System 44 Next Generation* is available in two stages of instruction—Upper Elementary and Secondary—to provide the most age- and developmentally-appropriate materials to engage students inside the classroom or in remote learning environments.

Contact Information: **Cathy Ferrara; catherine.ferrara@hmhco.com**

Notes: HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

Evaluation Methods Used:

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (Yes)
	Level AA (Yes)
	Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (No)
	Level AA (No)
	Level AAA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports**: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports**: Some functionality of the product does not meet the criterion.
- **Does Not Support**: The majority of product functionality does not meet the criterion.
- **Not Applicable**: The criterion is not relevant to the product.
- **Not Evaluated**: The product has not been evaluated against the criterion. This can be used only in WCAG 2.0 Level AAA.

WCAG 2.0 Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.2.2 Captions (Prerecorded) (Level A)	Supports	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.1 Info and Relationships (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.2 Meaningful Sequence (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

Criteria	Conformance Level	Remarks and Explanations
1.3.3 Sensory Characteristics (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Supports	
2.1.1 Keyboard (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.1.2 No Keyboard Trap (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	
2.2.1 Timing Adjustable (Level A)	Supports	
2.2.2 Pause, Stop, Hide (Level A)	Supports	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.2 Page Titled (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and

Criteria	Conformance Level	Remarks and Explanations
		electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.3 Focus Order (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.4 Link Purpose (In Context) (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.5.1 Pointer Gestures (Level A 2.1 only)	Not Applicable	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Not Applicable	
2.5.3 Label in Name (Level A 2.1 only)	Not Applicable	
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	
3.1.1 Language of Page (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.2.1 On Focus (Level A)	Supports	
3.2.2 On Input (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.3.1 Error Identification (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with

Criteria	Conformance Level	Remarks and Explanations
		the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.3.2 Labels or Instructions (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
4.1.1 Parsing (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
4.1.2 Name, Role, Value (Level A)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.3.4 Orientation (Level AA 2.1 only)	Not Applicable	
1.3.5 Identify Input Purpose (Level AA 2.1 only)	Not Applicable	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
1.4.5 Images of Text (Level AA)	Supports	
1.4.10 Reflow (Level AA 2.1 only)	Not Applicable	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Not Applicable	
1.4.12 Text Spacing (Level AA 2.1 only)	Not Applicable	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Not Applicable	
2.4.5 Multiple Ways (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.

Criteria	Conformance Level	Remarks and Explanations
2.4.6 Headings and Labels (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
2.4.7 Focus Visible (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.1.2 Language of Parts (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.2.3 Consistent Navigation (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.2.4 Consistent Identification (Level AA)	Supports	
3.3.3 Error Suggestion (Level AA)	Does Not Support*	*HMH is addressing gaps in accessibility—with the plan to release features periodically. All *System 44 Next Generation* content and electronic instructional materials will be WCAG 2.0 AA compliant by the 2022–2023 school year.
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Not Applicable	
4.1.3 Status Messages (Level AA 2.1 only)	Not Applicable	

Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Evaluated	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Evaluated	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Evaluated	
1.2.9 Audio-only (Live) (Level AAA)	Not Evaluated	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Evaluated	
1.4.6 Contrast (Enhanced) (Level AAA)	Not Evaluated	
1.4.7 Low or No Background Audio (Level AAA)	Not Evaluated	
1.4.8 Visual Presentation (Level AAA)	Not Evaluated	
1.4.9 Images of Text (No Exception) (Level AAA)	Not Evaluated	
2.1.3 Keyboard (No Exception) (Level AAA)	Not Evaluated	
2.2.3 No Timing (Level AAA)	Not Evaluated	
2.2.4 Interruptions (Level AAA)	Not Evaluated	
2.2.5 Re-authenticating (Level AAA)	Not Evaluated	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Evaluated	
2.3.2 Three Flashes (Level AAA)	Not Evaluated	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Evaluated	
2.4.8 Location (Level AAA)	Not Evaluated	
2.4.9 Link Purpose (Link Only) (Level AAA)	Not Evaluated	
2.4.10 Section Headings (Level AAA)	Not Evaluated	
2.5.5 Target Size (Level AAA 2.1 only)	Not Evaluated	
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Not Evaluated	
3.1.3 Unusual Words (Level AAA)	Not Evaluated	

Criteria	Conformance Level	Remarks and Explanations
3.1.4 Abbreviations (Level AAA)	Not Evaluated	
3.1.5 Reading Level (Level AAA)	Not Evaluated	
3.1.6 Pronunciation (Level AAA)	Not Evaluated	
3.2.5 Change on Request (Level AAA)	Not Evaluated	
3.3.5 Help (Level AAA)	Not Evaluated	
3.3.6 Error Prevention (All) (Level AAA)	Not Evaluated	

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

EXHIBIT I

NEGOTIATED MODIFICATIONS TO AGREEMENT DOUMENTS FOR
CONTRACT No. 2114D

These Negotiated Modifications are hereby incorporated into Contract 2114D (the "Contract") for RTI Reading (K-12) Curriculum for Tier II and Tier III for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, HCPS and HMH desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, in consideration of the Recital set forth above and good in valuable consideration as set forth in the Contract, the parties agree that the Agreement Documents are modified as follows as of the effective date of the Contract.

1. Section VI, "General Contract Terms and Conditions" shall include HMH Standard PreK-12 Terms of Purchase and HMH Privacy Policy.

2. Section VI, "General Contract Terms and Conditions", Item (F)-Default, is hereby revised to read in its entirety as follows:

   If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 30 calendar days of the County's notice of default.

   If the Successful Offeror fails to cure the default within 30 days, terminate the contract.

3. Section VI, "General Contract Terms and Conditions", item (K)-Antitrust, is deleted in its entirety.

4. Section VI, "General Contract Terms and Conditions", item (L)-Testing and Inspection, is hereby revised to read in its entirety as follows:

   The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications which must occur within thirty (30) days of receipt of services.

5. Section VI, "General Contract Terms and Conditions", item (M)-Assignment of Contract, is hereby revised to read in its entirety as follows:

   A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County. Notwithstanding the foregoing, Successful Offeror may assign this Contract without such consent to: (i) an affiliate; or (ii) a successor pursuant to a merger or a sale of all substantially all of its assets to which this contract relates.

6. Section VI, "General Contract Terms and Conditions", item (N)-Indemnification, is hereby revised to read in its entirety as follows:

   The Successful Offeror agrees to indemnify, defend and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages,

suits, actions, liabilities and actual costs of any kind or nature, including reasonable attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror that is due to the Successful Offeror's negligence, willful misconduct or otherwise as a result of a material breach of this Contract by Success Offeror, provided that such liability is not attributable to the County's negligence, willful misconduct or material breach of the Contract by the County or by third parties beyond the control of Successful Offeror.

7. Section VI, "General Contract Terms and Conditions", Item (R)-Ownership of Deliverable and Related Products, is hereby revised to read in its entirety as follows:

   Successful Offeror retains all rights, title and interest in and to any and all of Successful Offeror's software, materials, tools, forms, documentation, training and implementation materials and intellectual property (collectively, "Successful Offeror IP"). Successful Offeror grants to the County a personal, nonexclusive license to use the Successful Offeror IP for its own non-commercial, incidental use as set forth in any end user license agreement that may accompany such Successful Offeror IP and as contemplated herein.

8. Section VI, "General Contract Terms and Conditions", item (S)-Record Retention, is hereby revised to read in its entirety as follows:

   The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such audits shall be made no more than once per year, during normal business hours and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties.

9. Section VI, "General Contract Terms and Conditions" item (V)-Subcontracts, is hereby revised to read in its entirety as follows:

   The Successful Offeror is permitted to have work under the Contract performed by subcontractors under the control of the Successful Offeror and who are subject to confidentiality and other contractual obligations at least as protective of the County as the within Contract. The Successful Offeror also shall cause its employees, agents, affiliates and subcontractors to comply with the contract and adopt such review, audit, and inspection procedures reasonably calculated to assure such compliance. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

10. Section VI "General Contract Terms and Conditions", Item (X)(2)-Termination of Contract, is hereby revised to read in its entirety as follows:

Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for termination of the Contract by the County with 30 days' written notice to the Successful Offeror.

11. Section VI "General Contract Terms and Conditions", Item HH-Service Accessibility and II Section 508 Compliance.
HMH has included copies of their completed VPATs in Appendix C.

12. Page 27 of RFP, Attachment E: Insurance Requirements is hereby revised to read in its entirety as follows:

In addition, the Successful Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage, except ten (10) days of non-payment of premium.

APPROVED AS TO FORM

Alyssa Brown 10/14/21
ASSISTANT COUNTY ATTORNEY

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO

RFP #21-2114-2EMF
RTI Reading (K-12) Curriculum for Tier II and Tier III
Questions and Answers
February 17, 2021

1. Will the district accept programs that target grade bands such as K-8?
   Answer: Yes

2. Is Henrico interested in Spanish products designed to address the goals of the RFP? If so, can *only* Spanish products be offered as part of the RFP, or would Spanish products need to be submitted along with RTI products provided in English?
   Answer: No

3. If Spanish products are of interest, please provide an estimate of the number of students who would use Spanish products.
   Answer: n/a

4. Is Henrico awarding the RFP to a single publisher who can provide all parts of the RFP or award to multiple publishers who may be able to focus on specific grade levels of the RFP or Spanish, for instance.
   Answer: Multiple contracts may be awarded.

5. This question is in regards to Page 18: VIII Evaluation (sample materials) and Page 19: #5 Tab 4 samples. If instructional materials are a web-based solution; is a digital demo account access an acceptable sample format to submit?
   Answer: Demo account access is acceptable; however, any digital products must support print materials.

6. Under scope of services item #2 Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
   a. Our resources are available digitally online. We provide downloadable printable formats, but no printed materials are shipped and delivered to schools. Is it correct that we would not be considered for this RFP?
   Answer: Any digital products must support the printable formats.

7. Do you intend to award a list of vendors in the RFP or just one vendor?
   Answer: See questions #4

8. Will this RFP be replacing for RFP # 16-1261-9EF: RTI Reading And/or Writing (k-5) Digital Curriculum For Tier I, Tier II And Tier III, which has one more possible year for renewal?
   Answer: No, RFP #21-2114-2EMF is not replacing RFP #16-1261-9EF

9. What Tier I, II and III programs is the district currently using?
   Answer: HCPS currently has a contract for Tier II and Tier III print materials with Wilson Language Training, Center for the Collaborative Classroom, McGraw-Hill and Voyager Sopris Learning.

10. Lexia Learning has an active contract under RFP#16-1261-9EF, which is expiring soon. Is the current RFP#21-2114-2EMF _replacing_ RFP#16-1261-9EF, or will another RFP be released?
    Answer: RFP #21-2114-2EMF is not replacing contracts under RFP #16-1261-9EF.

11. Is it possible to grant an extension for question since Monday 2/15/29021 is a holiday?
    Answer: There will not be an extension for questions.

12. *We were just notified of this RFP. Please let us know what further steps are needed.*
    Answer: Refer to the RFP for instruction on submitting a proposal.

13. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.
    Question - Are you looking for an intervention as well as a comprehensive literacy program?
    Answer: We are looking for an intervention.

14. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.
    Question: Would a print program supplemented by digital teacher resources be acceptable?
    Answer: Yes. As long as the digital programs support the print material.

15. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.
    Question: Are you looking specifically for a K-12 program, or would a K-5 program be acceptable?
    Answer: Any grade band will be considered.

16. The RFP states vendors should submit samples in print format. Due to most vendors still working remotely, would it be acceptable instead of actual print samples, to send comprehensive samples that include sample lessons?
    Answer: No

17. RFP page 3, item 7, notes, "Materials used for Tier II intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLS) instructional objectives in a different instructional design rather than replace or duplicate it." Can you please confirm the meaning of "a different instructional design" in this criterion?

    Answer: Focus on intervention skills and strategies, not on remediation of standards.

RFP No. 21-2114-2EMF

DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

February 8, 2021
Request for Proposal ("RFP")
RTI Reading (K-12) Curriculum for Tier II and Tier III for
County of Henrico, VA.

Your firm is invited to submit a proposal to provide an RTI reading curriculum for K-12 Tier II and Tier III for Henrico County Public Schools in accordance with the enclosed Specifications and General Terms and Conditions.

Your firm's proposal submittal, **consisting of one (1) complete electronic copy and one (1) redacted electronic copy (if applicable) in a "pdf" format**, will be received no later than **March 5, 2021 at 2:30 p.m.** by submission through the Commonwealth of Virginia's electronic procurement platform eVA.

Time is of the essence, and any offeror that attempts to submit a proposal after the appointed hour for submission, will be unable to, because eVA automatically closes the solicitation at the appointed time. The time of receipt shall be determined by the time clock in eVA. Offerors are responsible for ensuring that their proposals are submitted in eVA by the deadline indicated.

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

Pursuant to Henrico County Code Section 16-43, the award will be made by the Purchasing Director.

This RFP and any addenda are available on the County of Henrico website at: **http://henrico.us/finance/divisions/purchasing**, and on eVA at **https://eva.virginia.gov/**.

Should you have any questions concerning this RFP, please contact Eileen M. Falcone at **fal51@henrico.us** by no later than **2:00 p.m., February 15, 2021.**

Very truly yours,
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Eileen M. Falcone
Assistant Division Director

REQUEST FOR PROPOSAL
RTI Reading (K-12) Curriculum for Tier II and Tier III for
HENRICO COUNTY PUBLIC SCHOOLS

I. INTRODUCTION

A. Purpose:

The purpose of this request for proposal (RFP) is to solicit sealed proposals for an annual contract(s) for Henrico County Public Schools (HCPS) to provide program options that include specific research-based reading intervention materials to be used to support students in grades K – 12, to include exceptional education students, general education students, and English Language Learners (ELL). The expectation is that the RFP will result in the establishment of a contract or contracts that will provide the means to develop a matrix of approved program options and satisfy HCPS's purchase of Tier II and Tier III reading intervention materials and/or specialized instructional materials for students with disabilities. It is important to note that this is *not* a request for a State Standards of Learning (SOL) Remediation program.

B. Background:

HCPS is a large metropolitan school district with just under 50,000 students in 73 schools for the 2020-21 school year. This includes 46 elementary schools, 12 middle schools, 9 high schools, 2 technical centers, 3 program centers, and one preschool.

Services for our exceptional education students are provided in the general education and exceptional education settings specific to the needs of each student. This solicitation is intended to assist exceptional education and general education by providing intervention strategies to remediate students who are academically below their age level or grade level peers or fail to meet expected benchmarks in the area of reading. A range of intervention materials and strategies are needed for meeting the continuum of exceptional education, ELL, and general education student needs across all grade levels (K-12) to support and align with Tier I curriculum content (VA SOLs) and the findings of the National Reading Panel.

Students to be served:

Approximate estimates at each level based on percentages indicated:

	#Enrolled	85% success	Tier II 10%	Tier III 5%
Elementary	21,974	18,678	2,197	1,099
Middle	11,725	9,966	1.173	586
High School	15,579	13,242	1,558	779
Other	529	451	52	26
Totals	49,807	42,337	4,980	2,490

The primary focus for intervention will be students who have reading skills "below age level, below grade level, or below established benchmark measures" according to HCPS data analysis and are in need of Tier II or Tier III interventions in a "Response to Intervention" (RTI) model. Students may already be identified as having a specific learning disability in the area of reading.

In Tier I instruction, all students receive research-based instruction and programs based on the curriculum standards of the state and district and most students (80-85% or more) learn successfully. Progress is regularly monitored during Tier I instruction; usually at the beginning, middle and end of year to determine progress and identify those who need intervention. Intervention at Tier I is typically provided by the classroom teacher.

Students whose progress falls below an established benchmark in Tier I instruction are provided supplemental small group support specific to areas of difficulty through Tier II intervention.   Around 10 to 15% of students may need this additional level of specific skill support. Progress is assessed through weekly or bi-weekly measures, charted, and monitored to determine if the progress made is enough.

A very limited number of students (5-7%) may require Tier III instruction. Tier III interventions provide more time and resources to develop academic or behavioral skills of students. Interventions must be scientifically based with progress monitored through weekly or bi-weekly measures and the length and intensity of support may vary. Students who do not demonstrate sufficient progress in Tier III instruction may be considered for further evaluation.

II.   SCOPE OF SERVICES

A. General Requirements:

1. The proposed solution shall cover remediation and intervention for all areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary). Offerors shall also include programs that offer comprehensive literacy support (including writing support) for our Tier I and Tier II students.

2. Materials provided shall be in a print or a blended format, printed and digital programs. Digital programs must coincide with printed materials. Digital programs that do not coincide with printed materials will not be considered.

3. Options for materials and strategies provided will be consistent across all schools at each level (elementary, middle, and high) within the HCPS system.

4. The proposed solutions shall have content scaffolding to include a tiered approach and acceleration for students who need additional help with reading skills and those who need to demonstrate reading gains of one or more years.

5. Intervention materials shall be scripted, explicit, systematic, and simple in design, allowing personnel with varying field experience to successfully instruct lessons that address one or more of the major areas of reading (decoding, phonemic awareness, comprehension, fluency, and vocabulary) and support a variety of instructional settings.

6. Instructional materials for students receiving interventions shall include leveled materials, covering an appropriate range of reading levels and provide engaging tasks that are age-appropriate, high interest, and support and remediate basic skills, linking activities to diagnostic assessments.

7. Materials used for Tier II Intervention should target the improvement of basic skill deficits while supporting and enhancing Tier I (Virginia SOLs) instructional objectives in a different instructional design rather than replace or duplicate it. Tier II is *not* a SOL Remediation Program. Program alignment to the VA SOLs could be beneficial in prescribing its use in remediation.

8. Materials used for Tier II Intervention will include student workbooks, manipulatives, and ancillary materials essential for full implementation and will be consistent across the school division and correlated to essential reading components.

9. Materials used for Tier II or III Intervention may not be grade-level specific in order to provide intervention that meets the instructional level of each student. The Successful Offeror(s) may choose to include some Tier I materials that could be used for Tier II and Tier III Interventions for students not yet functioning on grade level.

10. Tier III materials should provide intensive, explicit, systematic instruction. These materials should be targeted to specific academic deficits.

III. TECHNICAL SPECIFICATIONS

A. User Interface

1. Browser Support – the proposed solution shall:
   a. Be compatible with the current versions of multiple browsers- at minimum, current versions of Internet Explorer, Edge, Safari, Firefox, and Chrome browsers.
   b. Maintain compatibility with listed browsers and future versions/updates/releases of the listed browsers for the duration of the contract.
   c. Only require standard browser plugins.

2. The proposed solution will be compliant with the Americans with Disabilities Act requirements for accessibility.

3. The proposed solution shall be cloud-based and delivered via the Internet over wireless LANs to the client's browser.

4. The proposed solution shall provide an intuitive user interface that allows for ease of use by teachers and students.

5. The proposed solution shall support mobile technology including but not limited to the specific mobile devices currently used in HCPS (iOS, Chromebooks and Android Platforms).

B. Integration

1. The proposed solution shall provide methods for user account administration that are easy to use and maintain.

2. The proposed solution shall support a single sign-on solution that does not require staff or students to have a separate account or password for accessing the vendor's application.

3. The proposed solution shall allow for LTI, Azure Active Directory or LDAP as a method of authentication and authorization.

4. The proposed solution shall provide a means to identify the individual or client using the application, authenticate the individual and determine the authorities and rights granted to that individual as well as a reporting engine for tracking usage and progress.

5. Any requirements for student, staff, course, roster or school information must be supported through a common specification. The exchange of data must be through a common protocol and not require the installation of vendor-specific software in the HCPS internal infrastructure. HCPS currently supports the following means of exchanging student information in order of preference but will accept other non-vendor specific protocols:

     a. LTI integration as a Tool Provider (TP) with our LMS Solution (Schoology);
     b. SIF - Student Information framework;
     c. Exchange of information through Clever - a third party vendor for exchanging common data for school systems (The Successful Offeror is responsible for any costs incurred with Clever implementation);
     d. API integration with our SIS, PowerSchool; and,
     e. File exchange to a vendor-supported sFTP server.

6. No additional fees may be charged to HCPS for data integration

7. Solutions that allow for seamless integration of their product through the IMS Global interoperability standards are preferred and shall support the LTI version 1.1® or higher certified as a Tool Provider with HCPSs LMS Solution (Schoology).

C. Infrastructure and System Administration

1. The proposed solution shall be deployed on servers and equipment hosted or administered by the Successful Offeror. Hosting the solution on a 3rd party, such as Amazon or Azure, is acceptable.

2. The proposed solution will provide a secure, web-based system for data in transit and at rest.

3. Successful Offeror(s) will document compliance with all local, state, and federal laws related to student data privacy.

4. The proposed solution shall contain neither commercial content nor serve as a vehicle to market goods and services.

5. The proposed solution is required to handle at least 60,000+ concurrent HCPS users with no latency.

6. If the solution is reliant on LDAP authentication, HCPS will only accept a defined external IP address to allow Firewall transactions and will not accept the allowance of entire network segments.

7. HCPS shall have the ability to submit requests for alteration of the digital content (including additional supporting data, modification of current data, or removal of data deemed inappropriate by HCPS) via email or web-based forms embedded in the digital content.

D. Computer, Software, and Network Specifications:

The proposed solution shall meet all performance requirements defined in this document and be currently compatible with the following minimum computer specifications as well as maintaining compatibility with updates/patches/versions of listed software for the duration of the contract (at a minimum beginning with the versions listed below)

1. All Staff District-wide; High and Middle School Students
    a. Software
        i.   OS – Windows 10, 1903 : 64-bit
       ii.   Browsers – Internet Explorer 11; Google Chrome 76.x or above; Microsoft Edge 44.18362.10
      iii.   Java – 1.8.0_171 or above
      iv.   PDF Reader - embedded within Chrome and Edge
       v.   Adobe Reader - standalone application
      vi.   Flash Player – embedded with all browsers

        vii.   Adobe Shockwave – 12.2 or above
       viii.   Silverlight: 5.1.x or above
- b. Hardware (Based on Latitude 3380s model):
  - i. Dimensions & Weight
    1. Width: 13.19" / 335mm
    2. Height: (front/back) 1.06"/26.8mm to 1.22"/30.9 mm
    3. Depth: 8.80" / 223.3mm 14.0-inch HD Display
    4. Weight 4lbs
  - ii. 13.3-inch HD Anti-Glare LED display
  - iii. 128GB SSD Hard Drive
  - iv. 2.50 GHz Intel® i5 Processor-Dual Core
  - v. 8GB DDR3 SDRAM
  - vi. USB Ports
    1. 2.0 - (USB/eSATA combo)
    2. 3.0 – 2
  - vii. Video output:
    1. HDMI
  - viii. Video Card
    1. 128MB Dedicated VRAM
    2. 1366X768 - Native Resolution
  - ix. Network Connections:
    1. Built-in Wireless Card (802.11ac)
    2. 10/100/1000 Gigabit Ethernet
  - x. Other inputs:
    1. Stereo headphone/Microphone combo jack
    2. Integrated, noise reducing array microphone
    3. Integrated HD video webcam

2. Elementary Students: Windows Laptops (limited in numbers)
   - a. Software
     - i. OS – Windows 10, 1803 : 64-bit
     - ii. Browsers – Internet Explorer 11; Google Chrome 66.x+ or above; Microsoft Edge 42.17134.1.0 or above
     - iii. Java – 1.8.0_171 or above
     - iv. PDF Reader - embedded within Chrome and Edge
     - v. Adobe Reader - standalone application
     - vi. Flash Player – embedded with all browsers
     - vii. Adobe Shockwave – 12.2 or above
     - viii. Silverlight: 5.5.x or above
   - b. Hardware (Latitude 3180 Education model):
     - i. Dimensions & Weight
       1. Width: 11.94" / 303.3mm
       2. Height: .82" / 20.8mm
       3. Depth: 8.11" / 206.0mm
       4. Weight 2.79 lbs / 1.27kg
     - ii. 11-inch HD - Display
     - iii. 64GB eMMC Storage - Hard drive
     - iv. Intel® Pentium® Processor N4200
     - v. 4GB 1600MHz LPDDR3
     - vi. USB Ports
       1. 3.1 Gen 1 – 2
     - vii. Video output:
       1. HDMI - full size
     - viii. Video Card
       1. Intel integrated HD graphics 4600

2. Optional AMD Radeon HD 8690M with 2GB memory
   ix. Network Connections:
      1. Intel Dual Band Wireless-AC 7265 802.11AC Wi-Fi + BT 4.0 LE Wireless Card (2x2)
   x. Other inputs:
      1. 2 speakers
      2. 1 Combo headphone/microphone jack
      3. USB card reader
      4. Integrated HD video webcam

3. Elementary Students: Dell Chromebooks (primary device for all elementary students)
   a. Software
      i. Google Chrome 75.x+ or above
   b. Hardware (Based on Dell Chromebook 11 3180 model):
      i. Dimensions & Weight
         1. Width: 11.94" / 303.3mm
         2. Height: 0.81" / 20.75mm
         3. Depth: 8.11" / 206mm
         4. Weight 2.79 lbs / 1.27kg
      ii. 11.6-inch HDF - Display
      iii. 16GB eMMC - Hard drive
      iv. Celeron N3060 - Processor
      v. 4GB Memory - Memory
      vi. USB Ports
         1. 2 USB 3.1 Gen 1
      vii. Video output:
         1. Full size HDMI
      viii. Video Card
         1. Intel integrated HD graphics 4600
      ix. Network Connections:
         1. Built-in Wireless Card (802.11a/g/n)
      x. Other inputs:
         1. 2 speakers
         2. Headphone/Microphone jack

4. iOS Devices - Elementary and Secondary
   a. Software
      i. iOS version - 12.x
      ii. Safari browser
   b. Hardware (Based on iPad MR7F2LL/A)
      i. Dimensions and Weight
         1. Height: 9.4 inches
         2. Width: 6.6 inches
         3. Depth: 0.29 inches
         4. Weight: 16.48 ounces
         5. A10 Fusion chip with 64-bit architecture, Embedded M10 coprocessor
      ii. Display:
         1. 9.7-inch (diagonal) LED-backlit glossy widescreen
         2. LED Backlit with Multi-touch with IPS technology
            a. 2048-by-1536-pixel resolution.
            b. Retina Display
      iii. 32GB Storage
      iv. Wireless-A, Wireless-AC, Wireless-B, Wireless-G, Wireless-N
      v. Bluetooth 4.2 Technology
      vi. Camera, Photos and Video Recording:

1. Camera
    a. 8-megapixel camera
    b. Live Photos
    c. Autofocus
    d. Panorama (up to 43 megapixels)
    e. HDR for photos
    f. Exposure control
    g. Burst mode
    h. Tap to focus
    i. Timer mode
    j. ƒ/2.4 aperture
    k. Five-element lens
    l. Hybrid IR filter
    m. Backside illumination
    n. Auto image stabilization
    o. Face detection
    p. Photo geotagging
2. Video Recording
    a. 1080p HD video recording (30 fps)
    b. Slo-mo (120 fps)
    c. Time-lapse video with stabilization
    d. Video image stabilization
    e. Face detection
    f. 3x video zoom
    g. Video geotagging
3. FaceTime HD Camera
    a. 1.2-megapixel photos
    b. Live Photos
    c. ƒ/2.2 aperture
    d. Retina Flash
    e. 720p HD video recording
    f. Backside illumination
    g. HDR for photos and videos
    h. Face detection
    i. Burst mode
    j. Exposure control
    k. Timer mode

vii. Power and Battery:
1. Built-in 32.4-watt-hour rechargeable lithium-polymer battery
2. Up to 10 hours of surfing the web on Wi-Fi, watching video, or listening to music
3. Charging via power adapter or USB to computer system

viii. Sensors:
1. Touch ID (Fingerprint identity sensor built into the Home button)
2. Three-axis gyro
3. Accelerometer
4. Barometer
5. Ambient light sensor

ix. Accessibility:
Accessibility features help people with disabilities get the most out of their device. With built-in support for vision, hearing, physical and motor skills, and learning and literacy.
1. Voice-over
2. Zoom
3. Magnifier

4. Siri and Dictation
5. Switch Control
6. Closed Captions
7. Assistive Touch
8. Speak Screen

IV.   COUNTY RESPONSIBILITIES

Henrico County Public Schools (HCPS) will designate an individual to act as the County's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the contract. HCPS will monitor and support implementation through content area coaches and specialists, RTI Specialist, and Exceptional Education Specialists.

V.   ANTICIPATED PROCUREMENT SCHEDULE
The following represents a tentative outline of the process currently anticipated by the County:

Request for Proposal Distributed	February 8, 2021
Questions Due	February 15, 2021; 2:00 p.m.
Receive Written Proposals	March 5, 2021; 2:30 p.m.
Conduct Oral Interviews with Offerors	March 30, 2021
Negotiations Completed	March/April, 2021
Award Contract	April/May, 2021
[Installation/Services] Begin	July 1,2021

VI.   GENERAL CONTRACT TERMS AND CONDITIONS

A. Annual Appropriations
The contract resulting from this procurement ("Contract") shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror ("Successful Offeror" or "Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract
1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror must, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: http://henrico.us/finance/divisions/purchasing/.

C. Collusion
By submitting a proposal in response to this Request for Proposal, each Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free,

competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure deliver services, failure to complete implementation, or if the services fail to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct the default within 20 calendar days of the County's notice of default.

2. If the Successful Offeror fails to cure the default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. For the purposes of this section, *"drug-free workplace"* means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. Contractor certifies to the County of Henrico, Virginia that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age,

color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). During the performance of this Contract, the Contractor agrees as follows (Va. Code § 2.2-4311):

    a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

    c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

As required by Virginia Code §2.2-4311.1, the Contactor does not, and shall not during the performance of this agreement, in the County of Henrico, Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

J. Ethics in Public Contracting

Contractor certifies that its proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with its proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

K. Antitrust

By entering into a contract, the Successful Offeror conveys, sells, assigns, and transfers to the County of Henrico, Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular services purchased or acquired by the County under the contract.

L. Testing and Inspection

The County reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

M. Assignment of Contract

A contract shall not be assignable by the Successful Offeror in whole or in part without the written consent of the County

N. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County(including Henrico County Public Schools), and the County's officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused

by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence**.**

O. Insurance Requirements
The Successful Offeror shall maintain insurance to protect itself and the County and the County's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of services under the Contract, whether such services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

P. No Discrimination against Faith-Based Organizations
The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

Q. Offeror's Performance
1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, state and federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with County officials in performing the Contract work so that interference with the County's normal operations will be held to a minimalized.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

R. Ownership of Deliverable and Related Products
1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

S. Record Retention and Audits
1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and

correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.

2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

T. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

U. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA and the County's internet site at http://henrico.us/finance/divisions/purchasing/ and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on ProcureWare at https://henrico.procureware.com/home.

V. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

W. Taxes

1. The Successful Offeror shall pay all County, state, and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Such taxes shall not be in addition to the Contract price between the County and the Successful Offeror because the taxes shall be solely an obligation of the Successful Offeror and not the County, the County shall be held harmless for same by the Successful Offeror.

2. The County is exempt from the payment of federal excise taxes and the payment of state sales and use tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

X. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.

2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.

3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the

Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.

4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

Y. County License Requirement

If a business is located in the County, it is unlawful to conduct or engage in the business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

Z. Environmental Management

The Successful Offeror must comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the County's Environmental Policy Statement: http://henrico.us/pdfs/risk/env_policy.pdf which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. Employees of the Successful Offeror must be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror must immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.

2. Each job site must have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.

3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror must immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

BB. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification

number issued to it by the State Corporation Commission (Attachment C). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law must include in its proposal a statement describing why the Offeror is not required to be so authorized.

3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a written waiver is granted by the Purchasing Director, his designee, or the County Manager.

4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment by the County.

5. Any business entity described in subsection 1 that enters into a contract with a public body must not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

CC. <u>Payment Clauses Required by Va. Code §2.2-4354</u>
Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.

3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.

4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.

5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

DD. <u>Contact Period</u>
1. The contract period shall be from July 1, 2021 through June 30, 2022. Contract prices shall remain firm for the contract period.

2. The contract may be renewed for four (4) additional one-year periods at a price not to exceed 3% above the previous year's prices.

3. The resulting contract should require the Successful Offeror to give at least a ninety (90) day written notice if it does not intend to renew the contract at any annual renewal.

4. The contract shall not exceed a maximum of five (5) years.

EE.   Occupational Safety & Health Policy Statement
The Successful Offeror must comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: https://henrico.us/pdfs/risk/h_safety_policy.pdf which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror must be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror must immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

FF.   Tobacco – Free Requirement
County Public Schools ("HCPS") has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

"Tobacco products" include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

"School property" includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

GG.   Conduct
1. Fraternization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

HH.   Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques.

II.   Section 508 Compliance
All information technology which, pursuant to this RFP, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Supplier must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration. The

requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology
Access Act, §§ 2.2-3500 through 2.2-3504 of the Code of Virginia for web content, which are incorporated by reference.

JJ.   Cooperative Procurement
This procurement is being conducted by the County in accordance with the provisions of Section 2.2-4304 of the Code of Virginia. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this Contract. The Contractor shall deal directly with any public body it authorizes to use the Contract. The County, its officials, and its employees are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public body, and in no event shall the County, its officials, or its employees be responsible for any costs, damages or injury resulting to any party from another public body's cooperative use of a County contract. The County assumes no responsibility for any notification of the availability of the Contract for use by other public bodies, but the Contractor may conduct such notification.

VII.   PROPOSAL SUBMISSION REQUIREMENTS

A.   The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, _or_ email or hard copy submissions. Proposals will only be accepted through eVA.

B.   All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.

C.   The Proposal Signature Sheet **(Attachment A)** must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

D.   Reserved.

E.   The time proposals are received shall be determined by the time clock in eVA. Offerors are responsible for insuring that their proposals are submitted in eVA by the deadline indicated.

F.   By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.

G.   The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.

H.   Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). **(Attachment D)**

I. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall follow the process in eVA. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.

J. The County welcomes comments regarding how the proposal documents and scope of services may be improved. **Offerors requesting clarification, interpretation of, or improvements to the Request for Proposal's general terms, conditions, and scope of services shall submit technical questions concerning the Request for Proposal no later than <u>2:00 p.m.; February 15, 2021</u> in writing.** Any changes to this Request for Proposals shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**

K. All proposals received on time shall be accepted for consideration. Proposals shall be open to public inspection only after award of the Contract.

VIII. <u>EVALUATION (SAMPLE MATERIALS) SUBMISSION REQUIREMENTS</u>

A. Offerors shall submit samples of instructional materials (printed format) that are being offered. The Purchasing Division will accept samples no later than the due date of the RFP. Samples shall be delivered to the physical address of the County of Henrico, Purchasing Division, 8600 Staples Mill Road, Henrico, VA 23228.

B. All packages containing samples shall be delivered in a sealed box and the outside of the box shall be marked with the number and title of the RFP and the offeror's name.

C. All samples must be labeled with the title and number of RFP and the offeror's name.

D. Failure to provide samples by the time specified, may result in the rejection of an offeror's proposal.

E. Samples will remain in the possession of the County until a contract is award is finalized.

F. Upon contract award finalization, offerors will be notified and responsible for the pick-up/return freight of the sample units. If return arrangements are not confirmed within seven calendar days after notification from the Purchasing Division that the evaluation units are available for return, the Purchasing Division reserves the right to dispose of the sample materials.

IX. <u>PROPOSAL RESPONSE FORMAT</u>

A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors must address each evaluation criterion and be specific in presenting their qualifications. The proposal should provide all the information considered pertinent to the Offeror's qualifications for this project.

B. The Offeror should include in its proposal the following:

1. Table of Contents
   All pages are to be numbered.

2. Tab 1 – **Introduction and Signed Forms**
   In this tab, the following items should be provided:
   a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
   b. Proposal Signature Sheet – **Attachment A**
   c. Business Classification Form – **Attachment B**
   d. Virginia State Corporation Commission Registration Information – **Attachment C**
   e. Proprietary/Confidential Information – **Attachment D**
   f. Direct Contact with Student Form **- Attachment F**

3. Tab 2 – **Statement of the Scope**
   In this tab, offerors, in concise terms, shall state their understanding of the Scope of Services requested by this RFP in Section II and III.

4. Tab 3 - **Offeror Qualifications, Experience, Resumes and Financial Capacity**.
   In this tab, offeror should demonstrate the Offeror's and their staff's qualifications and experience in providing the services as requested in this Request for Proposal (RFP). Offeror's should provide, at a minimum, documentation demonstrating that their firm is a firm regularly engaged in providing the services solicitated in this RFP. If subconsultants are to be utilized provide similar documentation to what has been requested of the offeror in this section. Provide appropriate documentation to support:
   a. Years in business outlining the company history and experience providing services as requested in this RFP;
   b. Experience with a project of this magnitude;
   c. Evidence of financial stability;
   d. Experience with development of digital content aligned with Virginia SOLs;
   e. Experience in K-12;
   f. Evidence of research demonstrating the validity of the techniques, materials and interventions presented to include a review from an impartial research-based agency, such as the Florida Center for Reading Research or the Oregon Reading First Review Panel;
   g. Number of current customers;
   h. Number of employees proposed for the development and ongoing processes including training; and
   i. Resumes of proposed staff that would be assigned to this project.

5. Tab 4 – **Service Approach and Implementation**
   In this tab, offerors should describe, in detail, the proposed solution. Offerors shall discuss their current workload and their ability to provide their proposed solution by July 1, 2021. Offerors shall provide, at minimum, the following:
   a. A sandbox environment for any digital proposed solutions for the committee to use for evaluation. If the "sandbox: environment is not available, offerors shall provide screen shots for the product with their proposal;
   b. Samples of the instructional materials (printed format) that are being offered. See Sec.VIII for instructions. **(*DO NOT INCLUDE YOUR PROPOSALS WITH YOUR SAMPLES)**
   c. A projected schedule for performing key phases of the project, including estimated time frame;
   d. Any agreements to which HCPS may be required to agree to as part of the contract should your firm be awarded the contract. (i.e. Service Level Agreement etc.)
   e. Any terms and conditions the "end user" is required to accept;

     f.   Discuss how parental consent is handled, if required; and

     g. A detailed timeline for implementation of the proposed solution indicating resources (responsible party) and completion dates.

6. Tab 5 – **Technical Administration, User Interface, Security Integration and Devices**
In this tab, offerors should describe, in detail, how the proposed solution meets the technical requirement of the RFP. Offerors shall provide, at a minimum, documentation to support:

     a. Evidence of their ability to accommodate concurrent users based on data collected from a similar environment;

     b. How accounts are maintained in their system and how they support automated provisioning of users and accounts;

     c. Describe the data exchange process in detail;

     d. Describe any limitations the proposed solution may have such as the number of teachers for a class and the number of schools associated with teachers and students;

     e. Provide per user bandwidth requirements for the proposed solution;

     f. Provide the average bandwidth per student required; and,

     g. Provide a detailed description of the implementation and support the solution has for LTI version 1.1 or higher certified as a toll Provider (TP) with our LMS Solution (Schoology).

7. Tab 6 **– Reporting and Monitoring**
In this tab, offerors shall provide the following information regarding reports and monitoring

     a. Describe program-specific progress monitoring. While program monitoring is desired, HCPS shall continue to monitor student progress using a progress monitoring tool that is independent of the students' curriculum/intervention.

     b. Provide samples and descriptions of reports offered and the ability to customize content and reports.

8. Tab 7 – **Training and Professional Development**
In this tab, offerors shall describe training and professional development that is included with the proposed solution. Offerors shall include a description of the required training for implementation of the program as well as options for continued professional development at either the district or school level. Pricing shall be clearly defined in the proposal submission. Include pricing for county-wide, train-the-trainer model as well as resources and professional development options available to schools at no additional cost.

9. Tab 8 – **Pricing**
In this tab, offerors shall provide a detailed pricing schedule. The price shall include all costs associated with providing the services and materials outlined in Sec. II and Sec.III of this RFP.

     a. List all categories separately, itemized for evaluation such as material cost, training of County staff, projected man-hours, hourly rates, etc.

     b. Include a statement that the Offeror will provide all services as outlined in their proposal.

     c. Provide all costs for annual services for each program being offered up to five years. To include the following:

        i. Provide a cost proposal for professional development and training for HCPS new hires working with reading RTI Tier II and Tier III interventions beyond the first year of implementation.

      ii. Provide a separate cost for consumable materials.

     iii. Provide a separate cost for RTI Tier II and Tier III interventions for secondary (grades 6-12) writing skills.

d. Provide pricing for Year 1 on **Attachment G**, based on your firm's pricing model. If more than one program is being offered, offers must provide a separate **Attachment G** for each program being offered.

10. Tab 9 – **References**

In this tab, offerors shall provide a minimum of three (3) references who can attest to the Offeror's past performance to provide services similar to those required for this contract. References shall be from other school districts. The list should include contact person's name, position, telephone numbers, fax number, and if available the e-mail or Internet address. Offerors may not use Henrico County as one of their references. By submitting a proposal, offerors agree to permit the County to contact the Offeror's clients to confirm the quality of past work for those clients.

11. (if needed) Tab 10 – **Exceptions**

In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals. The County intends to make the RFP and the Successful Offeror's proposal a part of the contract between the parties, so Offerors should list any exceptions for purposes of negotiating the contract.

12. (if needed) Tab 11 – **Assumptions**

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals

13. (if needed) Tab 12 – **Appendices**

Optional for Offerors who wish to submit additional material that will clarify their response

X. PROPOSAL EVALUATION/SELECTION PROCESS

A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirement *(In accordance with Section IX **Item B(3), B(6), B(7), and B(11)** this criterion considers the extent to which the Offeror's proposal satisfied the services requested by this RFP and clearly demonstrates the work to be performed as specified in Sec. II and III)*	40
Experience and Qualifications *(In accordance with Section IX **Item B(4) and B(10)** this criterion considers the extent to which the Offeror's qualifications, experience, resumes and references of the overall Offeror and staff assigned relative to the service solicited by this RFP as specified in Section II and III)*	30
Implementation *(In accordance with Section IX **Item B(5), B(6) and Item B(8)** this criterion considers the Offeror's service approach, training and implementation of services as requested by this RFP as specified in Section II and III)*	20
Price *(In accordance with Section IX, **Item B(9)**, this criterion considers the Offeror's pricing for completing the services requested by this RFP as specified in Section II and III.)*	5
Quality of Proposal Submission / Oral Presentations *(This criterion considers the overall quality of the Offeror's proposal submitted and any oral presentations required.)*	5
Total	100

C. For goods, nonprofessional services, and insurance, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an Offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. The Offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror(s) which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that Offeror(s). Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

ATTACHMENT A

PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No.21-2114-2EMF RTI Reading (K-12) Curriculum for Tier II and Tier III**.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

ATTACHMENT B
BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: _____

This form completed by: Signature:_____ Title:_____

Date:_____

PLEASE SPECIFY YOUR <u>BUSINESS CATEGORY</u> BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

☐ **SMALL BUSINESS**

☐ **WOMEN-OWNED BUSINESS**

☐ **MINORITY-OWNED BUSINESS**

☐ **SERVICE-DISABLED VETERAN**

☐ **EMPLOYMENT SERVICES ORGANIZATION**

☐ **NON-SWaM (Not Small, Women-owned or Minority-owned)**

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, http://eva.virginia.gov.

eVA Registered? ☐ **Yes** ☐ **No**

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ **NUMBER**   _____ **DATE**

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

ATTACHMENT C
Virginia State Corporation Commission (SCC)
Registration Information

The Offeror:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

ATTACHMENT D
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E
COUNTY OF HENRICO
INSURANCE SPECIFICATIONS

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. ***The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.*** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits
Employers' Liability Insurance - $100,000 for each Accident by employee
$100,000 for each Disease by employee
$500,000 policy limit by Disease

Commercial General Liability

$1,000,000 each occurrence including contractual liability for specified agreement
$2,000,000 General Aggregate (other than Products/Completed Operations)
$2,000,000 General Liability-Products/Completed Operations
$1,000,000 Personal and Advertising injury
$ 100,000 Fire Damage Legal Liability

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - $1,000,000 each accident

Umbrella Liability

$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

☐ **Professional Liability - $2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.

☒ **Cyber Liability - $2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.

☐ **Abuse and Molestation Coverage - $1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.

☐ **Pollution Liability - $1,000,000 Per Occurrence**
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.

☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.

☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance   shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first $10,000 of any claim.

☐ **Other as Specified Below**
_____

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

NOTE 4: The Certificate Holder Box shall read as follows:
County of Henrico
Risk Management
PO Box 90775
Henrico, VA 23273

ATTACHMENT F
Direct Contact with Students Form

Name of Offeror: _____

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.

_____
Signature of Authorized Representative

_____
Printed Name of Authorized Representative

_____
Printed Name of Offeror
(if different than Representative)