

## Agreement



**Arlington Public Schools**

**Procurement Office**

2100 Washington Blvd., Arlington, VA 22204 • Phone: (703) 228-6123

[www.apsva.us](http://www.apsva.us)

**Via Email**

July 22, 2022

Shawn Weirather  
Senior Director, Proposals  
Houghton Mifflin Harcourt  
1900 South Batavia Avenue  
Geneva, IL 60134  
[Shawn.Weirather@hnhco.com](mailto:Shawn.Weirather@hnhco.com)

**Subject: Contract 36FY22 English Language Arts (ELA) Resources for Grades 6-12**

Dear Mr. Weirather:

Contract 36FY22, for the provision of English Language Arts (ELA) Resources for Grades 6-12 the Resources”) is entered into as of the date the Procurement Agent signs this Agreement, this \_\_\_\_ day of July, 2022; by and between Houghton Mifflin Harcourt Publishing Company, located at 125 High Street, Boston, MA 02110, hereinafter called “Contractor” and Arlington County School Board, operating as Arlington Public School hereinafter called “APS” or “Owner

**Contract Term:**

The initial term of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on the last day of the Eighty-Fourth (84<sup>th</sup>) month following execution of the Contract by the Procurement Director/Procurement Agent (‘Initial Contract Term’), unless otherwise stated as provided in the Contract Documents.

This Contract may be renewed for a term not to exceed one (1) year (‘Renewal Contract Term’) by written notice given by APS at any time prior to thirty (30) Days after expiration of the preceding Initial Contract Term or Renewal Contract Term. No representative of APS has any authority to order, direct, or request work after expiration of the Initial Contract Term or Renewal Contract Term and prior to a Renewal Contract Term in strict compliance with the renewal terms herein APS, at its sole discretion, has the right, but is under no obligation, to exercise this right to renewal not to exceed six (6) additional one-year periods at the same terms and conditions.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

### **Contract Price:**

The Contractor agrees that prices shall remain firm for the Initial Contract Term and all Renewal Contract Terms.

As required by the Code of Virginia §22.1-241, the Contract Price shall not exceed the lowest wholesale price at which the Resource involved in the Contract are currently under contract anywhere in the United States.

In accordance with Code of Virginia §22.1-241, if, subsequent to the date of contract award, the prices of Resources named in this Contract are reduced or the terms of the Contract are made more favorable to purchase anywhere in the United States or a special or other edition of any book named in the contract is sold outside of Virginia at a lower price than contracted in the Commonwealth, the publisher shall grant the same reduction or terms to APS and give APS the option of using such special or other edition adapted for use in Virginia and at the lowest price at which such special edition is sold elsewhere and the contract shall so state.

### **Scope of Work**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter the "Work"). The primary purpose of the Work is to obtain the services of a qualified Contractor to provide and implement the Work. The Work is more fully described in Attachment A. The Contract Documents set forth the minimum work estimated by APS and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work. The Contractor shall be responsible for providing the Work.

### **Contract Amount**

APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule. The firm fixed price shall include all of the Contractor's fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term.

### **Contract Documents**

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #36FY22 and all modifications properly incorporated into the Agreement
- 2 Attachment A – Scope of Work
- 3 Attachment B – Fee Schedule
- 4 Attachment C – Contractor Certification Regarding Criminal Convictions
- 5 Attachment D – Non-Disclosure and Data Security Agreements
- 6 Attachment E – Student Data Usage and Privacy Agreement
- 7 Attachment F – Contract Terms and Conditions
- 8 Attachment G – Certificate(s) of Insurance
- 9 Attachment H – Publisher Certification and Agreement

The following are incorporated by reference:

- 10 The Request for Proposal (RFP) documents, and
- 11 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this

Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the "Contract."

**Definitions**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

**Right to Terminate Contract**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

**Payment Procedures:**

Contractor shall submit invoices for its Work, and such invoices will be processed by APS, all in accordance with the provisions of the Terms and Conditions.

**Assignments**

This Contract is not assignable by Contractor without a minimum of 30 (thirty) calendar days advanced notice, in the event HMH assigns any of its rights or delegates any of its obligations to any affiliate or successor, and written consent of APS. APS shall be under no obligation to grant such consent. Such notice shall allow APS to determine if there are any reasons preventing APS from entering into a Contract with the affiliate. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

**Notices**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, or emailed addressed as follows:

To the Contractor:     Shawn Weirather  
Senior Director, Proposals  
Houghton Mifflin Harcourt  
1900 South Batavia Avenue  
Geneva, IL 60134  
[Shawn.Weirather@hmhco.com](mailto:Shawn.Weirather@hmhco.com)

To APS:                 Ms. Lori Silver  
Supervisor of Secondary English Language Arts  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[lori.silver@apsva.us](mailto:lori.silver@apsva.us)

And                     David J. Webb, C.P.M.  
Procurement Director  
Arlington Public Schools  
2110 Washington Blvd.  
Arlington, Virginia 22204  
[david.webb@apsva.us](mailto:david.webb@apsva.us)

**Binding Agreement**

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contact Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

**Acceptance:**

**Arlington Public Schools**

Authorized Signature: David J. Webb

Printed Name David J. Webb, C.P.M.

Title: Procurement Director

Date: July 22, 2022

**Houghton Mifflin Harcourt**

Authorized Signature: 

Printed Name: Shawn Weirather

Title: Senior Director, Proposals

Date: July 22, 2022

## Attachment A

### Scope of Work

**HMH Into Literature Virginia** is specially designed for Virginia's middle school and high school classrooms. Its evidence-based methodology and connected resources empower students to reach new levels of success. **Into Literature Virginia** develops students' skills as analytical readers, independent thinkers, proficient writers, and adept communicators. High-interest, relevant materials motivate students and serve to build agency and a growth mindset. For teachers, **Into Literature Virginia** provides a flexible design that includes a wealth of varied resources for every facet of secondary ELA. **Into Literature Virginia** was developed with careful attention to these principles for quality English Language Arts instruction:

- Learning must be student-centered to develop students beyond their academic competencies, including competencies related to noncognitive factors, social-emotional learning, and citizenship.
- Reading, writing, listening, and speaking are fundamentally connected strands of literacy and, therefore, must be taught within an integrative approach.
- Effective teaching is data-driven, and assessment is an essential component of effective teaching. Assessment must be conducted within a comprehensive and balanced system that includes formative, interim, and summative evaluations of students' progression towards meeting targeted learning goals.
- Teachers' ongoing professional learning is a vital component of quality education. Best practices include instructional strategies for everyday teaching plus modeling and coaching. In order to build a culture of professional growth, the approach to professional learning must maximize educator agency and accommodate individual needs.

Teachers can be assured of the program's full coverage of the Virginia Standards of Learning, and the standards are displayed in the materials, on the platform, and on reports. A downloadable copy of correlations is available at <https://hmhco.box.com/v/HMHIntoLiteratureVirginiaVA>.

Captivating, culturally relevant fiction and nonfiction selections are the keystones of **Into Literature Virginia**. The Student Editions provide a balance of fiction and informational text. Reading, writing, speaking and listening, language and grammar, and thinking skills are all taught in context and supported by the program's authentic literature. Topically organized multi-genre units, each structured around an *Essential Question*, are the basis for core literacy instruction. The program features culturally responsive practices and texts, small-group options for every text selection, and an integrated reading and writing instructional model that utilizes authentic mentor texts. High-quality, complex texts make up each multi-unit genre, and each unit provides numerous opportunities for students to write about, talk about, think about, and reflect on their learning. With engaging instruction, relevant and authentic text selections, thought-provoking thematic units, embedded social-emotional learning, and intuitive technology to measure growth, **Into Literature Virginia** transforms learning and teaching.

The **Into Literature Virginia** solution includes *Writable*, an online, interactive writing application on Ed that fully supports, supplements, and extends **Into Literature Virginia**. In the **Into Literature** edition of *Writable*, the core program's writing tasks are embedded in the *Writable* application's collection of assignments. This edition of *Writable* delivers **Into**

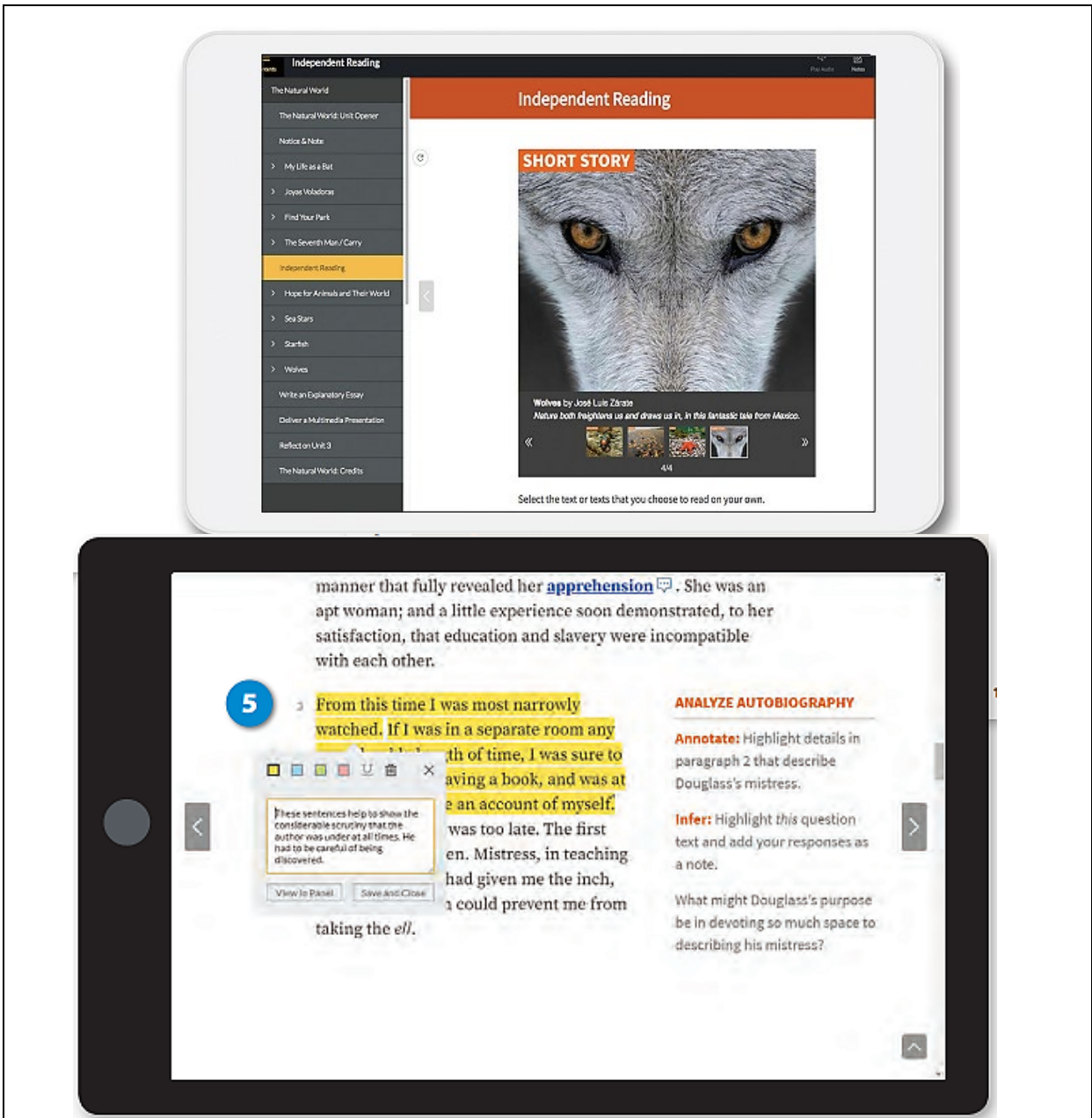
**Literature** content plus a vast library of content from other sources—all presented in assignments with options for innovative supports. When a student works on a writing task from **Into Literature** in *Writable*, they can view their own Student Edition, annotations, and digital notebook right on the *Writable* work screen. The convenient design streamlines the tasks of finding textual evidence and integrating it into writing. Along with the **Into Literature** content, *Writable* offers an entire library of customizable assignments, connected resources, and functionality for uploading and creating new instructional content. *Writable* builds stronger writers by leveraging research-based approaches and modern technology. *Writable* is a contemporary resource that includes anonymous peer review, self-review, teacher review, plagiarism checks from Turnitin® Originality Checker, feedback generated by the artificial intelligence of RevisionAid® and GrammarAid®, the ability for teachers to give live feedback virtually, and many other features.

The **Into Literature Virginia** resources facilitate flexible use. For example, the Text Library on the platform offers additional choices of novels, short stories, and informational texts on high-interest topics at a variety of reading levels. This digital library includes more than one hundred electronic versions of novels and extended texts. These downloadable full-length books provide great options for independent reading, novel studies, and literature circles. Each unit planner in the Teacher's Editions gives recommendations for novels that connect with the unit theme; those titles are available in the Text Library. There is a *Novel Study Guide* in the online resources for every suggested novel. The *Novel Study Guides* include anticipation questions, vocabulary and language support, discussion questions, writing prompts, creative projects, social-emotional integrations, assessments that can be administered online or in print, and instructional guidance.

Data-driven differentiation is a strength of the **Into Literature Virginia** program. The solution delivers powerful data analytics and reporting plus options for differentiating instruction and independent work. A variety of assessment types are included in the program—diagnostic, benchmark, formative, summative. For example, **Into Literature Virginia** includes the *HMH Reading Growth Measure*, the online universal screener/benchmark assessment powered by adaptive technology. Administered three times a year, the *HMH Reading Growth Measure* tracks longitudinal progress and provides teachers with real-time reports.

With its research-based methods, connected resources designed to drive growth, strong support for educators, and ease of use during in-person and remote learning, **HMH Into Literature Virginia** has the power to take the District's students to new levels of achievement.





**HMH Into Literature Virginia** is expertly designed to develop students into successful readers, writers, and communicators. HMH is offering the District a core solution for Grades 6–12. Therefore, it does not have extensive instruction for the foundational literacy skills that encompass the Science of Reading. However, **HMH Into Literature Virginia** does use the structured approach espoused by the Science of Reading. The program presents direct, explicit, systematic, and cumulative instruction. Lessons use a gradual release framework that builds students' skills and confidence.

For example, the sequence of reading instruction over a unit provides a gradual release of instruction. A unit's *Analyze & Apply* lessons provide rich scaffolding in close reading and *Notice & Notice* strategies. In addition to direct instruction, students are guided by modeling from the teacher and examples in the student-facing materials. In a unit's *Collaborate & Compare* lessons, students continue their study and exploration of the *Essential Question* by synthesizing multiple texts. Scaffolding from the teacher and notes in the student materials provide support to students. Having engaged in direct instruction, modeling, and scaffolded

practice in a lesson, students apply the skills independently to the program's topically related texts. At the end of a unit, students demonstrate their learning by completing a *Writing Task* and/or a *Speaking and Listening Task*.

Instruction in the other strands of literacy are similarly designed with a gradual release model. Essentially, instruction in all domains has an I Do – We Do – You Do structure.

Please visit <https://hnhco.box.com/v/IntoLiteratureRB2> to see the overview of the program's research base.

### **Differentiation in *HMH Into Literature Virginia***

- *Peer Coach Videos* are short videos for students that focus on a skill with which students may struggle. These videos give students a digestible overview of the skill to help them learn to apply it to a short text. These engaging videos feature young adults explaining literary skills in a conversational manner. *Peer Coach Video* topics include citing text evidence, analyzing figurative language, evaluating an argument, identifying faulty reasoning, and more.
- *Anchor Charts* accompany each *Peer Coach Video* and provide a skill-based visual element that is assignable on the HMH platform. The *Anchor Charts* are also downloadable and printable. These colorful charts highlight important content and strategies for students, giving teachers an option to reinforce learning and support skills development in tandem with the *Peer Coach Videos*.
- *Level Up Tutorials* are digital, interactive, self-paced lessons in the areas of grammar, reading, vocabulary, and writing. Each lesson includes a tutorial as well as practice questions with immediate feedback. *Level Up Practice Assessments* are online tests that assess the skills learned in the *Level Up Tutorial* of the same topic. Like the tutorials, these assessments cover the areas of grammar, reading, vocabulary, and writing, as well as provide immediate feedback for students with multiple opportunities to choose the correct answer.
- Using the *Intervention, Review, & Extension* online resource, teachers can access the ***Into Literature Virginia*** program's *Leveled Texts* with an *Interactive Skills Bank* that allows teachers to provide skills practice with data reporting. These texts are also accessible in the Text Library.
- The Teacher's Editions help teachers support struggling students and English learners to read and understand grade-level texts. Each lesson in the Teacher's Editions includes a *Lesson Planning Guide*, which previews the instructional support available for students who may have trouble understanding the text or the targeted skills.
- The *When Students Struggle* notes give teachers instructional guidance for making texts and activities more accessible. *Scaffolding for English Learners* notes provide important background information and help teachers guide students at different proficiency levels through a text or a task. *To Challenge Students* notes provide suggestions for extension and enrichment. Additional online resources for English learners include selection summaries in Spanish, Haitian Creole, and Portuguese, and the program's *Multilingual Glossaries*.



- **HMH Into Literature Virginia** includes intervention materials. Materials for intervention and extra help include *Anchor Charts* in English and in Spanish, *Guided Skills Practice*, *Level Up Tutorials*, *Level Up Practice Tests*, *Peer Coach Videos*, and *Skills Coach*. *Level Up Tutorials*, also available in the *Intervention, Review, and Extension* bucket on the platform, provide interactive practice and remediation in key skills. Each tutorial also includes a *Practice Test*.
- **HMH Into Literature Virginia** includes a *Text Sketch Visual Summary* in both English and Spanish for each unit's *Mentor Text* and *Anchor Text*. This illustrated summary includes sketches of key terms, ideas, characters, and plot points in order to boost comprehension of these key text selections.
- In compliance with the requirements of the Individuals with Disabilities Education Act (IDEA) of 2004 and its latest revision issued in 2006, HMH provides electronic files to the National Instructional Materials Access Center (NIMAC) system for all printed textbooks and other required core content. Those materials can be converted into alternative assistive technology products for braille, large print, and screen reader programs via a National Instructional Materials Accessibility Standard (NIMAS) file on the NIMAC system. Authorized entities may access the NIMAS files through NIMAC in order to create specialized formats for use by students with blindness, visual impairments, and other print disabilities. To see the range of HMH products available from NIMAC, please go to <https://nimac.overdrive.com/ContentInventory>.

**READING**

**Analyze Character**  
Read aloud paragraph 1. Explain that the beginning of this story tells readers some key information about the main character—the prisoner. Explain that readers can learn more about the character by studying his words or phrases as they read the selection.

Use the following supports with students at varying proficiency levels:

- Choral read the first paragraph. Prompt students to think about how the main character is feeling. Allow students to answer in their primary language, by pointing to images that represent feelings, or by drawing. **SUBSTANTIAL**
- Have partners reread the first paragraph. Then guide them in identifying words and phrases such as “a line of miserable monkeys,” that they can use to understand how the character is feeling. **MODERATE**
- Prompt small groups to discuss the character’s thoughts in the first paragraph and what they think about the character. Then, have them use a graphic organizer to track the character’s thoughts and actions as they read. **LIGHT**

Text X-Ray in Teacher’s Edition

- Easily differentiate with planning and point-of-use supports

**TO CHALLENGE STUDENTS . . .**

**Explore Themes** After they have read the story, ask students what role women play in the chef’s life. Point out the brief but telling scenes about the chef’s relationships with his landlady and his lover. The story climaxes in the confrontation between the chef and the professor’s wife. Have students work in small groups to discuss the importance of women in the story. Prompt them to consider what we learn about the chef through his relationships. Ask: Are there ways in which the women highlight different parts of his personality? Tell students to think about how the female characters relate to the theme of identity. Ask: Why does the chef feel so strongly attracted to the professor’s wife? Invite students to present their ideas to the rest of the class.

Point-of-Use Supports in Teacher’s Edition

### Differentiation in *Writable*

- *Writable* offers layers of differentiation. It supports and engages diverse learners with features such as leveled scaffolds, text-to-speech audio, models for writing and reviewing, stepped-out writing templates, pre-loaded comment stems for reviews, and individualized feedback.
- The text-to-speech reader allows a student to hear their own writing; other students’ writing; and prompts, text passages, instructions, checklists, and rubrics. When *Writable* is used in the Chrome browser, students can use extensions/plugins with the application.
- With *Writable*, teachers can customize all assignment content, rubrics/checklists, and assessment items using the Edit feature. Teachers have many options for providing different levels of support. They can choose from varying levels of sentence frames

and sentence starters, break assignments into segments, and add one or more graphic organizers to any assignment/segment. When setting up an assignment, teachers can choose to enable the RevisionAid and GrammarAid feedback tools, designate the number of review cycles, provide starter answers, and add instruction (written, video, and/or audio). An assignment can also be set up to provide mouse-over supports for vocabulary and language. Teachers can create or import their own rubrics, models, instructions, prompts, open-ended questions, multiple-choice questions, photos, audio, or videos. The system even gives teachers the opportunity to record and upload videos of themselves giving online instruction—explaining directions or delivering a minilesson. Teachers can also edit the prompts, the number of prompts students must complete, the wording of the rubrics, and the number of possible points awarded. Content can be imported, and teachers can also use the options for entering text and multimedia directly into the fields on the My Assignments screen.

- Student-friendly rubrics in *Writable* guide students throughout the writing process, and teachers can provide personalized feedback and support through the platform. *Writable* has a unique Live Feedback tool that lets teachers send students feedback as they are working. The *Writable* application has a multipronged approach to revision, which also includes self-assessment, anonymous peer reviews, and feedback from GrammarAid and RevisionAid. GrammarAid and RevisionAid are both student-facing and teacher-facing tools. The GrammarAid and RevisionAid tools in *Writable* support students' revising and editing through the use of artificial intelligence, and they provide teachers with insightful reports about students' skills. GrammarAid checks grammar, syntax, punctuation, and spelling and suggests corrections. Through pop-up suggestions, explanations, and tutorial videos in the student's writing workspace, GrammarAid shows students how to correct their mistakes, thereby presenting students with something to learn, retain, and apply independently in the future. The embedded RevisionAid functionality reviews student work and provides relevant and helpful suggestions based on the analysis. It has a rule-based algorithm that functions like a rubric. The customization tools in *Writable* offer teachers an optional tool for increasing RevisionAid's ability to zero in on the specific structure and the topic of a piece. Choosing the format from the drop-down list and entering some terms into the Key Themes section of the customization tool helps RevisionAid look for particular facets of each paragraph and specific details about the topic. RevisionAid provides students with straightforward recommendations for making improvements to their writing. With this tool, students can get feedback and make changes early, and they can run RevisionAid on their piece multiple times.
- The Differentiated Content assignments have three levels of support to choose from—Substantial Scaffolds, Moderate Scaffolds, and Light Scaffolds. With these options, teachers can provide students with the level of support that best meets their needs. It also creates a ready-made way to gradually decrease supports.
- Transcripts of the audio from the KQED: Above the Noise videos are included.
- Teachers can choose content from the Elementary, Middle School, and/or High School collections in *Writable*. Some sets, such as the TIME and Cricket collections, are organized by Lexile level of the embedded texts in those assignments. So, if a teacher wants to view assignment options for a specific Lexile range, they can do that easily by using the filters ("Narrow Your Results") on the Explore screen.

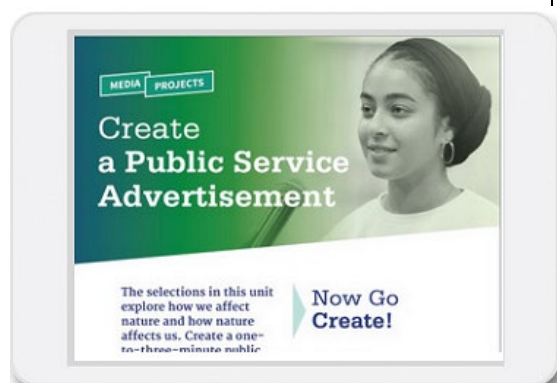
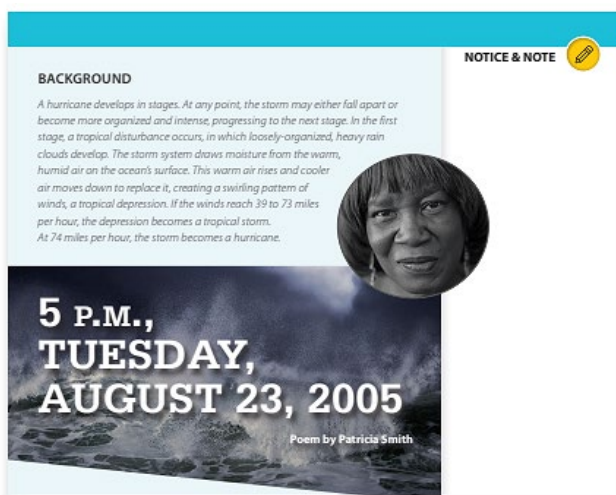
- *Writable* makes it easy for students to see the app-navigation language translated into Spanish. Students can click the downward arrow by their username at the top of the screen and choose Cambiar al Español from the drop-down list. *Writable* also includes assignments with Spanish content.

Texts in *Into Literature Virginia* were chosen based on a combination of quantitative measures and qualitative features. Each grade level's collection of texts spans the normed Lexile range for the given grade, and texts with Lexile measures below and above the normed range are also included. All Lexile levels are displayed in the Teacher's Editions. When searching for content on the Ed platform, teachers can use the filter tool to narrow results to a specific Lexile range. For your review, a downloadable readability chart is available at <https://hmhco.box.com/v/HMHIntoLiteraturev1Lexile>.

*Into Literature Virginia* is built on the careful curation of authentic informational and literary texts that build in complexity within and across the grade levels. The program delivers a variety of texts for whole-class and small-group instruction, independent reading, practice, and assessment. Units are thematically organized, and every unit presents texts with relevant, engaging topics.

*Into Literature Virginia* builds cross-curricular knowledge in addition to content-area knowledge. Every unit is organized by a theme/topic with which the texts, multimedia features, and other instructional content connect. An *Essential Question* is threaded throughout each unit. Students revisit the *Essential Question* throughout a unit and respond in discussion and writing. Units' topics and their *Essential Questions* present an intersection of pieces of literature, current events, and interdisciplinary concepts.

Texts feature a wide range of contexts, including science, culture, history, the arts, sports, relationships, careers, and hobbies. Fiction and nonfiction stories present academic language, concepts, and information that expand students' knowledge. Corresponding discussion questions, writing prompts, and activities further strengthen students' acquisition and application of knowledge. The thematically connected content contributes to schema-building, connection-making, and a deeper understanding. End-of-unit performance tasks encourage students to collaborate, generate ideas, and practice research skills as they investigate cross-curricular, real-world topics.



Digital Literacy Projects

HMH's solution for Arlington Public Schools will present learners and educators with engaging, relevant, student-centered, and differentiated resources. The connectedness of **HMH Into Literature Virginia**, the *HMH Reading Growth Measure*, and *Writable* delivers a system designed to keep all students moving forward. Real-time reports notify teachers of areas of need and offer suggestions for content and grouping. The differentiated approaches, supports, and strategies built into **HMH Into Literature Virginia** and *Writable* make HMH's solution flexible and designed to meet individual student needs. See a components list at <https://hnhco.box.com/v/HMHIntoLiteraturev1Components> and an illustrated overview at <https://hnhco.box.com/v/HMHIntoLiteraturev1Overview>.

**HMH Into Literature Virginia** materials are available digitally and in print. All components of the program are provided digitally on the Ed platform.

**HMH Into Literature Virginia** takes a digital-first approach, and it is offered as a Digital Subscription (per-student license). With the purchase of a Student Digital Subscription, the District will receive a Teacher Digital Subscription at no additional charge. Therefore, the Digital Subscription includes all digital student and teacher materials. The District can choose to add print materials as "a la carte" items to orders of Digital Subscriptions. The Ed platform is always ready to support remote instruction. All program materials are provided on the Ed platform, which is web-based. The Ed platform and digital components are user-friendly and compatible with a wide range of hardware and operating systems. HMH's technology is compatible with desktops, laptops, iPad devices/tablets, and Chromebooks that use Apple, Android, Windows, or Chrome operating systems. For more information, please see the Product Technology Snapshot chart and the drop-down for "Ed: Your Friend in Learning (K–12)" at <https://customercare.hnhco.com/csportalnew/pts/platforms/>. Ed can be accessed from Chrome, Safari, Firefox, or Windows Edge browsers. The platform, resources, and tools function remotely just as they do when used inside school. Teachers can assign content to students, and data from assignments and assessments completed online are delivered to teachers in real-time.

Ed has a built-in Virtual Classroom tool with which teachers can schedule remote learning sessions and meet with small groups, individual students, or the whole class on Google Meet, Microsoft Teams, or Zoom. Teachers click Virtual Classroom to open the scheduler. They fill in the session title, start and end times, and choose attendees. The Virtual Classroom scheduler automatically creates an appointment and sets a reminder in the calendar application affiliated with the videoconferencing tool (Google, Microsoft, or Zoom). Teachers can click the Virtual Classroom widget to view a list of their upcoming sessions, each with a Join button that will launch the session. Each student invited will see the scheduled Virtual Classroom sessions listed on their personalized Student Dashboard. Teachers and students click the Join button to start their Virtual Classroom experience at the scheduled time.

The Ed platform's eReader has a built-in Share to Google Classroom button that gives teachers the ability to share and assign eBook content, send announcements, and post questions to their students in Google Classroom. The Share to Google Classroom feature is available for both SSO and non-SSO users. Teachers can customize and choose to share a

post instantly or schedule it for another date and time. Students will see the new assignment or announcement in their Google Classroom account.

The HMH Go app delivers offline access to the interactive Student Editions and other program resources. The app provides the interactivity of online content, even when devices aren't connected to the internet. Also, many of the program's digital materials are in downloadable formats that can be saved and used offline.

The digital content is available on Common Cartridge for ingestion into district-owned learning management systems. The Ed platform also has LTI Advantage for Canvas and Schoology.

Decodable texts are available in the **System 44** intervention program, which focuses on rebuilding foundational skills. Please see Section b for a description of **System 44**.

The design and formatting of the **Into Literature Virginia** materials are consistent and clearly organized. The texts and ancillaries are inviting and contemporary. The digital and print materials have user-friendly formats that make the program easy to navigate and use. The format of the materials offers visual appeal, reader-friendly layouts, and good use of whitespace. The student materials present age-appropriate typography, illustrations, and photos that enhance readability and invite engagement. Pages are designed to give manageable amounts of text.

Each grade level's collection of texts spans the normed Lexile range for the given grade, and texts with Lexile measures below and above the normed range are also included. Lexile levels for texts are displayed in the Teacher's Guides. The Ed platform's Discover page has a filter tool with a slider for Lexile levels. This allows teachers to narrow down content by Lexile level.

Scope and sequence of the program, see the tables of contents at <https://hnhco.box.com/v/IntoLit612TOCs> and the grade-level standards correlations at <https://hnhco.box.com/v/HMHIntoLiteratureVirginiaVA>.

## Professional Learning

To support the successful implementation of your new HMH literacy and literacy intervention programs, HMH provides a continuum of professional learning services that includes implementation planning, district program training, guided learning pathways, and on-demand resources. In addition, HMH offers professional learning course modules, job-embedded coaching, and leadership advisory services. HMH's approach includes both in-person and interactive online learning for a blended professional learning model that builds capacity, deepens content and pedagogical knowledge, and improves instructional practice.

## Maintenance and Upgrades

Major updates to Ed and Ed-based programs are typically completed at the end of the calendar year and school year periods in order to prevent disruption to users. Ed platform software also undergoes continuous updates and may gain additional functionality based on customer feedback and evolving technology that enhance teaching and learning. There is not a set frequency for updates or system maintenance conducted during the academic year.

The solution includes content that aligns with Virginia's science and social studies standards. Science and social studies topics are featured across the collection of texts and activities in ***Into Literature Virginia*** and in the *Writable* application. See examples at <https://hmhco.box.com/v/IntoLit612TOCs>.

## Intervention Instructional Materials

Materials in ***HMH Into Literature Virginia*** that support intervention include *Level Up Tutorials*, *Guided Skills Practice*, *Peer Coach Videos*, *Skills Coach* resources, and the resources in the *Intervention, Review, & Extension* section of the Ed platform.

In the event that Arlington Public Schools would like to add another layer of support, HMH offers the ***READ 180*** and ***System 44*** intervention programs. ***READ 180 Universal*** and ***System 44 Next Generation*** are interventions proven to accelerate students' reading skills. ***READ 180 Universal*** and ***System 44 Next Generation*** have a blended learning approach to Tier 2 and Tier 3 interventions. 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 and direct, with skills within the domains broken down, given ample time, and continuously reviewed.

***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 related to the 44 phonemes of the English language. The intensive intervention targets phonological and phonemic awareness, decoding, high-frequency word automaticity, and oral reading fluency, and it integrates comprehension and writing. The content of ***READ 180*** and ***System 44*** aligns with Virginia's standards.

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 License, Arlington Public Schools will receive immediate access to both 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.

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. Additionally, HMH has created guidance for implementing **READ 180** and **System 44** during remote/hybrid learning.

### **READ 180 Universal**

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 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 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 online 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 **READ 180** 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 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** student application 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 Next Generation**

**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 student application, 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.
- 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 Tiles Kit*, *Anchor Videos*, and *Sound & Articulation Videos*.
- In their rotation with the online application, 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*, which is part of the *Success Strand*. 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.
- 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.

HMH's high-quality professional learning services will prepare the District's 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.

## Assessments and Reporting

The embedded assessments in **READ 180** and **System 44** determine placement and monitor progress. The real-time data fuels the adaptive technology and enables 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:

- 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.

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. If a student's *Reading Inventory* results indicate weak 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 then use the results of the *Phonics Inventory* to determine placement in the Tier 3 **System 44** intervention for foundational skills. Upon reactivation of the Interchangeable License, Arlington 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 assessment, 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 online application. 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 *21<sup>st</sup> 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* online application 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.

Students' assessment data feed into multiple real-time reports that teachers and leaders use to make informed decisions. The data also fuel the adaptive technology of the online student applications. The intelligent technology analyzes the data and, based on the data, automatically adapts the content and pacing to meet the needs of each student. Teacher Central and Leader Central offer a variety of data snapshots and reports with real-time data that shape instructional decisions. Easy-to-read, color-coded reports display performance, growth, and usage. 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. The reporting tools help educators monitor progress, plan instruction, identify student needs and strengths, create small groups, identify resources that target individual needs, and recognize and celebrate students' achievements. They also facilitate administrative and management tasks and support communication with families.

- **READ 180** Observe Board: Teachers use the Observe Board to record observational

data for each individual student. Rubrics aligned to each literacy and language goal are embedded in the Observe Board to help frame teachers' notes. For each student, teachers can set reminders about differentiating instruction in upcoming lessons.

- **READ 180** Observer Report: This report displays information about each individual student's participation, progress toward goals, and areas of need. The report is populated by data from the Observe Board. Teachers can view detailed observations by date, as well as a cumulative view of observations over time.
- **READ 180** Diagnostic Skills Report: This report identifies areas of need and monitors progress in the *Reading Zone* and on *Workshop Assessments*. The report displays comprehension questions attempted, comprehension questions answered correctly, and percentage of correct responses for each comprehension skill. Teachers can drill down to view a student's performance by strategy and by skill.
- **READ 180** Independent Reading Report: This report shows class-level and student-level data about independent reading participation and quiz results. The class-level data show the total number of books and words read overall, words read per month, total points, and quiz success rate. The section of the report with individual student data displays the number of books and words read, detailed information about the books chosen, comprehensive data about the quizzes taken, and current Lexile score.
- **READ 180** Lexile Proficiency and Growth Report: This report displays class-level and student-level Lexile scores and progress over time, based on *Reading Inventory* data. The class-level section of the report shows the average Lexile growth (comparison of most recent *Reading Inventory* score with the *Reading Inventory* score from the beginning of the year), number of students whose Lexile levels increased, number of students without growth, and a color-coded graph of the performance level breakdown. The individual student section of the report shows the initial and most recent Lexile scores from the *Reading Inventory*, proficiency levels, expected growth range, and actual growth. Teachers can drill down to see additional layers of data, including a graph of the student's performance breakdown and the test data and normative data for all *Reading Inventory* assessments completed for the school year. Students whose beginning-of-year *Reading Inventory* scores indicated significant weaknesses in foundational reading skills will have taken the *Phonics Inventory*, which drives placement decisions for the **System 44** Tier 3 intervention. For these students, the teacher will generate the Phonics Proficiency and Growth Report. This report is similar to the Lexile Proficiency and Growth Report; however, it shows letter name accuracy, sight words accuracy, sight words fluency, nonsense words accuracy, nonsense words fluency, *Phonics Inventory* fluency score, *Phonics Inventory* decoding status, performance level breakdown, and recommendations for instruction.
- **READ 180** Student App Report: This report tracks progress and monitors which students need additional support in *Zones* and Segments within the *Zones*. It shows class-level and student-level software usage and performance. At the class level, the average Segments completed, average session length (in minutes), average sessions per week, and average *Zone* performance are displayed. The individual student data shows the student's current level in the software, average length of a session (in minutes), total number of sessions completed, and performance data for current and previously completed Segments in the *Zones*.
- **READ 180** Workshop Assessment Report: Teachers can use this report to identify specific skills to target during whole- and small-group instruction. Class-level and

student-level results on *Workshop Assessments* are displayed on the Workshop Assessment Report. The class-level section of the report shows the average test score, the target skills, and graphs that break down proficiency with specific skills. The individual student reports show test scores and the ratio of correct answers to test items across all strands of reading and language. The Skill Results section also shows student responses in terms of Depth of Knowledge levels.

- **READ 180** Digital Mindset Scan Report: This report shows the results of students' Mindset Scans and enables teachers to monitor students' outlooks about their learning. The information is especially useful when preparing for one-to-one student conferences. It groups students by result, summarizes each mindset category, and provides suggestions for next steps.
- **System 44** Screening and Placement Report: This report details class-level and student-level performance on the *Phonics Inventory* in terms of placement in the program. It shows fluency scores, decoding status, and the Lexile score the student earned after taking the *Reading Inventory* assessment.
- **System 44** Individual Learning Plan Student Report: This report shows an individual student's *Phonics Inventory* decoding status, fluency scores, current topic in the software, total time (minutes) in the software, academic goals and progress to goal, and behavioral goals and points.
- **System 44** Summary Progress Report, Student Progress Report, and Reading Progress Report: The Summary Progress Report shows students' growth over time on the *Phonics Inventory*. The Student Progress Report provides comparative data for the *Phonics Inventory* at the individual student level. The Reading Progress Report displays detailed performance data at the class and student levels. The report includes each student's current topic in the software, percentage completed, number completed, median session time (minutes), decoding accuracy score, decoding fluency score, spelling score, comprehension score, and oral reading fluency score.
- **System 44** Growth Report and Growth Goals Report: The Growth Report measures Lexile growth between two *Reading Inventory* tests. Teachers can drill down for more data, such as the Student Test Printout for the *Reading Inventory*, which allows for analysis of specific test results. The Growth Goals Report lists students' actual Lexile scores and expected Lexile scores, along with the benchmarks for the 25<sup>th</sup> and 50<sup>th</sup> percentile ranks and the College- and Career-Readiness goals for the grade level. The data help teachers set individual growth goals for students.
- **System 44** Response to Intervention Report, Grading Report, and Student Mastery Report: Use the Response to Intervention report to monitor progress with the software. This report shows cumulative usage (minutes, sessions, and topics) and mastery to date and the pace at which the student is progressing. The Grading Report includes information gathered from the software, *Interactive Quizzes*, and the SAM Student Digital Portfolio. The Student Mastery Report shows each targeted skill in a student's intervention, the date intervention before the skill began, total time spent on that skill, topics mastered, percent mastered, and overall rate of completion.
- **System 44** Student Software Performance Report: Use this report to view the performance of individual students in the software's Zones. This report shows the current topic, scope and sequence completion, number of topics Fast-Tracked, number of cycles to mastery, total time (minutes), Smart Zone Sound Challenge score, Word Zone Word Challenge score, Spelling Zone Spelling Challenge score, Fluency Zone:

Read & Think Comprehension score, Sentence Dictation score, and Topic Progress Monitor score.

- **System 44** Intervention Grouping Report: This report groups students based on their proficiency levels/performance standards. Lexile score, test date, and normative data (percentile rank, NCE, stanine) are displayed for each student. This report corresponds to the recommendations from the *Groupinator* and helps teachers determine appropriate strategies and resources for differentiation.
- **System 44** Proficiency Report: This report shows the proficiency level of each student as compared to the results of others in the same grade. The report also displays year-end proficiency Lexile ranges for every grade.
- **System 44** College and Career Readiness Report: This report tracks a student's performance related to narrative, functional, and informational texts of varying complexity levels.
- **System 44** Student Action Report: This report tracks a student's *Reading Inventory* history, shows their Lexile ranges for independent reading and instructional reading, and provides strategic suggestions for instruction to put into action.
- **System 44** Student Progress Report: A student's longitudinal growth in Lexile is displayed on a graph and in a data chart on this report. The data show each test date, proficiency levels, and normative data (percentile rank, NCE, stanine).
- **System 44** Targeted Reading Report: This report takes each students' current Lexile level and displays the text complexity range appropriate for them. Teachers can use this data to guide students' book selection during Modeled and Independent Reading (and outside of class).
- Recommended Reading Report: This report, included in **READ 180 Universal** and **System 44 Next Generation**, provides an individualized list of book suggestions for each student. The recommendations are based on the student's *Reading Inventory* results and the topics of interest chosen on the *Reading Inventory* screen before the test was administered.
- *Groupinator*: In addition to the reporting tools, **READ 180 Universal** and **System 44 Next Generation** include the *Groupinator* tool on Teacher Central. The *Groupinator* uses student data and a precise algorithm to group students according to their specific needs. Teachers can rely on the *Groupinator* to use real-time data to quickly, conveniently, and precisely determine groups.

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. Please go to <https://hnhco.box.com/v/READ180-System44> to see the research reports and illustrated program overviews for **READ 180 Universal** and **System 44 Next Generation**.

**READ 180** 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** 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.

### Foundational Skills

**System 44** is an intervention program that targets foundational skills. It presents age-appropriate instruction and content that accelerate students' foundational reading skills. Please see the previous responses for information about **System 44**. An illustrated overview is available at <https://hnhco.box.com/v/READ180-System44>.

### Assessments (Formative, Screening, Benchmarking, and Summative)

The **Into Literature Virginia** program's assessments include diagnostic, formative, summative, and adaptive benchmark assessments that check understanding and measure growth. Digital options include pre-made assessments (interactive format and PDF format) and a test-item bank that allows teachers to edit items, create their own items, and make customized selection-level and unit-level assessments. Teachers can assign the program's assessments from the online platform for students to complete in their online interactive format. Assessments assigned and taken online are automatically scored by the system (all items except responses to open-ended questions), and the data are collected in the background and sent in real-time to the Reports section on Ed.

- The **HMH Reading Growth Measure** is a universal screener/benchmark assessment built into the **Into Literature Virginia**. It uses the power of adaptive technology to provide an individualized assessment experience to each student. Administered online three times a year, the **HMH Reading Growth Measure** tracks progress over time. Students experience less test-taking anxiety and less fatigue because the **HMH Reading Growth Measure** presents questions that are adapted to their individual performance. The adaptive technology of **HMH Reading Growth Measure** continually adjusts the difficulty of each student's test. The difficulty level of a question is based on the student's previous response. When the student answers a question correctly, their provisional ability estimate increases, and the next item is selected to align with an increased ability estimate. Conversely, if the student answers a question incorrectly, the next item is selected based on a decreased ability estimate. With its adaptive technology, **HMH Reading Growth Measure** is able to provide a better-targeted assessment experience for students. It uses its scientifically based algorithm to filter out the questions that are too difficult or too easy for an individual student, which, in turn, provides a more precise selection of items appropriate for the student's ability level. When the system has enough information to generate an accurate Lexile measure, the assessment stops. At the end of the assessment, students see a results



screen that displays their Lexile measure.

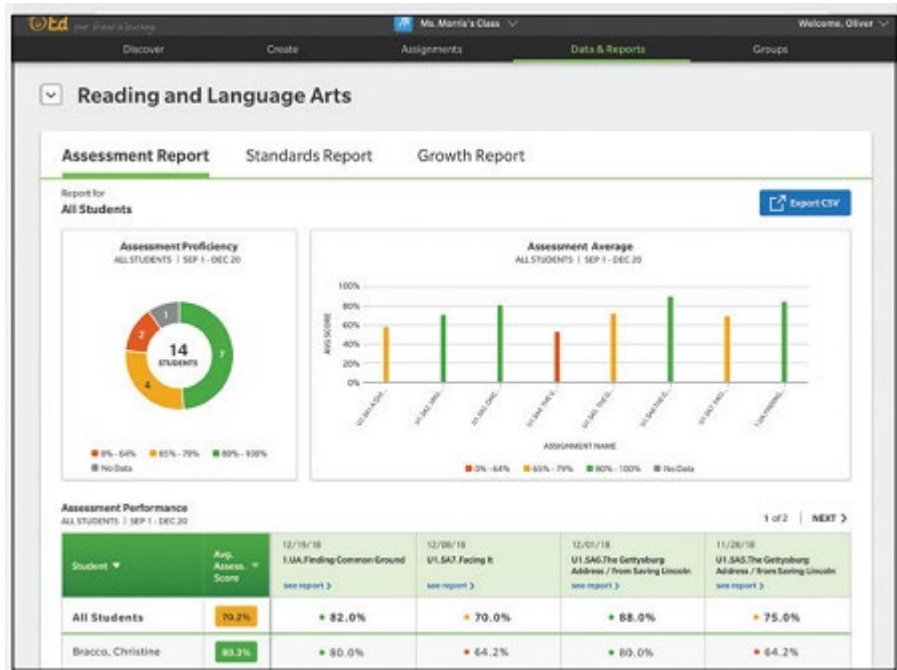
- Along with the *HMH Reading Growth Measure* benchmark assessment, ***Into Literature Virginia*** includes program-specific diagnostic, selection-level, and unit-level assessments. Each grade level includes a set of *Diagnostic Assessments* that measure students' prior knowledge of skills and genres covered in that particular grade. The *Diagnostic Screening Tests* assess grammar and language usage. At the selection level, students complete a prerequisite self-assessment called *Critical Vocabulary*. The questions are embedded in the interactive Student Editions in cloze format, so students type directly onto the lesson page and click Check for immediate feedback. Feedback includes Try Again opportunities for incorrect responses.
- The *Respond* questions in the Student Editions serve as self-checks after reading a selection. Questions involving reading comprehension, text analysis, vocabulary, and language conventions are included. They also provide opportunities for research and extension. *Respond* questions in the online interactive Student Editions give students immediate feedback.
- After reading an anchor text, students also take a *Selection Test*, which assesses students' reading comprehension through multiple-choice and brief constructed-response questions. Teachers can use the optional *Oral Assessment* questions to check students' comprehension and language skills.
- Each *Unit Test* assesses the key skills taught over the course of a unit. The *Unit Tests* include passages and questions that involve reading comprehension, vocabulary, revising, and editing.
- There are also several project-based assignments that can be used as assessments. Among them are the *Media Projects*, *Writing Tasks*, *Speaking and Listening Tasks*, *Create and Discuss* tasks, *Reflect on the Unit* tasks. *Media Projects* are especially engaging digital tasks that connect to the program's *Essential Questions* and exercise students' creative thinking skills. In these project-based learning experiences, students synthesize information and create movie trailers, public service announcements, photo essays, infographics, vlogs, and other contemporary products. Each unit culminates in a performance-based end-of-unit *Writing Tasks* and *Speaking and Listening Tasks*, multi-day projects that ask students to synthesize ideas from multiple texts and conduct short independent research, assessing students' ability to synthesize information through reading, writing, speaking, and listening measures. These tasks are accompanied by a rubric of specific student expectations. Rubrics are included for the teacher and students. Examples of end-of-unit tasks include collaborating with peers to plan, research, write, and record a podcast; presenting a film critique; writing a short story; writing a literary analysis; writing an argument; writing a narrative, writing an explanatory essay; writing a personal essay; participating in a panel discussion; and responding to another's argument. Students complete *Writing Tasks* in the *Writable* online writing application. *Writable* presents the program's *Writing Tasks* (and other assignments) with contemporary supports and scaffolding options. When a student works on a writing task from ***Into Literature Virginia*** in *Writable*, they can view their own Student Edition, annotations, and digital notebook right on the *Writable* work screen. The convenient design streamlines the tasks of finding textual evidence and integrating it into writing.
- The program's Text Library includes a *Novel Study Guide* for each unit's recommended novel and for other selected titles. Along with instructional notes, every *Novel Study*

Guide also includes *Writing Prompts*, *Creative Projects*, and a *Book Test* (with multiple choice, short answer, and essay questions) that can be used as assessments.

- Teachers can use any assignment in *Writable* as an assessment. There is a library of assessment options in *Writable*. Teachers and administrators can create customized assessments, and they can also upload assessments.

When students complete assessments online, the data are automatically collected in the background. The analytic tools identify strengths, mastery, and areas in need of attention. The information is available in real-time reports on the online platform's Reports section. The actionable reports provide insights, help drive instructional decisions, and track progress over time. Included are Standards Reports, Assessment Reports, and Growth Reports with Lexile scores. These color-coded reports display the information at the class level and individual student level, organizable by skill and by standard. Teachers can drill down for more granular information and item analysis. There are also reporting capabilities for administrators. The system also uses assessment data to suggest configurations for small groups.

- Annotated examples of *Into Literature Virginia* reports:  
[http://downloads.hmlt.hmco.com/Help/Ed/Teacher/index.htm#t=Data\\_and\\_Reports%2FNavigate\\_the\\_Reports\\_Page.htm](http://downloads.hmlt.hmco.com/Help/Ed/Teacher/index.htm#t=Data_and_Reports%2FNavigate_the_Reports_Page.htm) (select links for Assessments Report, Standards Report, and Growth Report)
- Groups tool:  
[http://downloads.hmlt.hmco.com/Help/Ed/Teacher/index.htm#t=Groups%2FAllow\\_Ed\\_t\\_o\\_Recommend\\_Groups.htm&rhsearch=group&rhhlterm=group&rhsyns=%20](http://downloads.hmlt.hmco.com/Help/Ed/Teacher/index.htm#t=Groups%2FAllow_Ed_t_o_Recommend_Groups.htm&rhsearch=group&rhhlterm=group&rhsyns=%20)
- Annotated examples of *Writable* reports:  
<https://intercom.help/Writable/en/collections/2425939-monitor-writing-growth>



## Writing Instructional Resources

Reading, writing, speaking and listening, language and grammar, and vocabulary are all taught in context and supported by the program's authentic literature. Topically organized multi-genre units, each structured around an *Essential Question*, are the basis for core literacy instruction. The program features culturally responsive practices and texts, small-group options for every text selection, and an integrated reading and writing instructional model that utilizes authentic mentor texts.

**HMH Into Literature Virginia** provides instruction in expository, argumentative, and narrative modes of writing. The program leverages the deliberate use of mentor texts as a support for writing instruction. Students analyze a mentor text from their reading in the unit with examples to support and improve their own compositions. By focusing on author's craft examples and genre characteristics, students can enrich and improve their writing. These lessons are both immediately applicable and highly transferable to additional writing in the future.

The comprehensive writing instruction found in **Into Literature Virginia** takes students systematically through the writing process. Each of the writing tasks concludes one of six units of instruction. Students draw on the models they have encountered in their reading and the conventions used with each selection as they respond in writing to the demands of the task and the prompt used for each purpose: argument, informative/explanatory, and narrative. Each writing task follows a similar format, reflective of the tenets of the writing process. First, students are provided with a prompt that embodies a designated purpose. They are taken through a step-by-step process of analyzing the prompt or task at hand. As students prepare to write, they are reminded of the criteria necessary to produce a successful response. Then as students have decided what the prompt is asking and the approach each will pursue, space is provided in the consumable Student Editions for detailed planning of their responses with some scaffolded graphic organizers. Students are asked to think about genre, purpose and audience and other vital factors for a successful composition. Examples of *Writing Tasks* and *Speaking and Listening Tasks* include collaborating with peers to plan, research, write, and record a podcast; presenting a film critique; writing a short story; writing a literary analysis; writing an argument; writing a narrative, writing an explanatory essay; writing a personal essay; participating in a panel discussion; and responding to another's argument.

**Into Literature Virginia** also includes *Writable*, an online, interactive writing application on Ed that connects with **Into Literature Virginia**. In the **Into Literature** edition of *Writable*, the core program's writing tasks are embedded in the *Writable* application's collection of assignments. This edition of *Writable* delivers **Into Literature** content plus a vast library of content from other sources—all presented in assignments with options for innovative supports. When a student works on a writing task from **Into Literature** in *Writable*, they can view their own Student Edition, annotations, and digital notebook right on the *Writable* work screen. The convenient design streamlines the tasks of finding textual evidence and integrating into writing. An illustrated overview of *Writable* in **Into Literature** is available at <https://hnhco.box.com/v/HMHIntoLiteratureWritable>.

Along with the **Into Literature** content, *Writable* offers an entire library of customizable assignments and connected resources—essays and chunked essays; short response exercises; document-based questions and text-dependent analysis; guided practice; test prep for state assessments; graphic organizers; and assignments and test prep for AP document-based questions and long essay questions. The customizable content includes over 600 prompts (many with built-in text passages, video clips, artwork, or other sources), over 200 assignment templates, and over 1,500 rubric/checklist items to choose from; and multiple feedback streams and modes. In addition to the customizable content, teachers can create and/or upload their own content—rubrics, models, instructions, prompts, text

selections/sources, photos, audio, video, open-ended questions, multiple-choice questions, and video recordings of themselves delivering online instruction. The District's teachers will be able to easily upload their own assignments, along with documents, links to texts and news articles, videos, and other resources.

The three overarching principles of *Writable* represent the research-based practices proven to transform writing achievement: (1) scaffolded practice connects instruction to feedback, (2) better feedback drives revision, and (3) better revision drives growth. These principles shape the *Writable* application's high-quality content and unparalleled approach to feedback and revision. Its structure of supports combines with a multipronged approach to feedback and revision that includes anonymous peer review, self-review, teacher review, plagiarism checks from Turnitin Originality Checker, feedback generated by the artificial intelligence of RevisionAid and GrammarAid, the ability for teachers to give live feedback virtually, and many other features.

The **HMH Into Literature** program's *Interactive Writing Lessons* on the Ed platform offer a self-paced format for students. There are a variety of *Interactive Writing Lessons*, including:

- Using Textual Evidence
- Writing as a Process
- Writing a Narrative
- Writing Informative Texts
- Writing Arguments
- Producing and Publishing with Technology
- Conducting Research

Grammar and conventions instruction and practice is integrated into lessons. For example, the *Watch Your Language* features use a text selection as the context for instruction for grammar, conventions, and vocabulary. Instruction includes a Practice and Apply section that exercises students' skills in unique ways.

**Into Literature** also includes *Interactive Grammar Lessons* on the Ed platform. These self-paced lessons deliver instruction, models, tips, and practice for a range of skills. There is a large collection of *Interactive Grammar Lessons* focused on punctuation, parts of speech, sentence structure, tenses, agreement, and other facets of mechanics and conventions.

**Into Literature** includes numerous independent practice opportunities for grammar and conventions, including *Level Up Tutorials* and *Grammar Practice* resources. *Level Up Tutorials* deliver self-paced review and practice. The *Grammar Practice* resources offer reteaching and practice for every grammar concept and skill. These editable resources provide students with explanations and examples as well as practice. The Grammar Resources on the Ed platform also include Grammar Diagnostic Screening Test and Grammar Pretests and Posttests.

## Diverse Learning

**Into Literature** is designed to foster a love of reading through positive habits of mind, effective reading practices, and easy access to a range of texts that capture students' interests and support and extend relevant unit topics. Each unit within the core student edition includes a section labeled Independent Reading. These selections offer students a choice of texts at varying Lexile levels. Students are reminded to utilize the *Notice & Note* protocol to support their reading. Audio support and annotation tools are provided for each selection in the Student Editions. A robust digital library increases flexibility and choice with a vast collection of

digital titles, and digital tools encourage productive annotating. Students' interactive, digital texts encourage critical analysis and give teachers the ability to monitor student comprehension and growth.

**Into Literature** promotes teaching and learning experiences and strategies that help teachers establish a classroom community that values all students' voices. The instructional materials and professional resources encourage teachers to embrace differences, honor home languages, and consciously make cultural considerations when planning and teaching.

**Into Literature** supports culturally responsive education by providing:

- A diverse collection of authentic short reads, long reads, and novels that honor who students are and who they will become
- The program's expansive list of novels and long reads include classic and contemporary titles from diverse authors
- Meaningful instruction, such as *Engage Your Brain* and *Choices* activities, leverages students' cultural capital and builds cultural competencies

**HMH Into Literature** ensures that students will see themselves celebrated and presented accurately in our program. Texts have been selected to acknowledge the contributions of historically underrepresented people, and to challenge notions of who can be successful. In addition, the program's text selections and multimedia features are from diverse authors. Program author Dr. Tyrone Howard was a leader in helping to ensure the content recognized the rich and varied cultural wealth, knowledge, and skills that diverse learners bring to school. Students not only read about characters from diverse backgrounds, but they learn about the lives of the diverse authors of those books. Students will see themselves in the texts they read and make connections with real-world characters, situations, and themes.

*Build Family Engagement* notes at the beginning of each unit include a link to an editable letter that can help teachers connect with students' homes. *Spark Your Learning* activities prompt students to tap into their experiences and perspectives on each unit topic and *Essential Question*. *Engage Your Brain* activities encourage students to make real-world connections as they explore critical background and questions before reading each text. Post-reading *Choices* activities encourage students to make connections to what they've just read through writing, research, media production, *Social and Emotional Learning* explorations, and discussion, with ample opportunities to express their preferences and thoughts.

In the *Collaborate and Compare* section of each unit, topically linked selections are grouped to suit both individual and comparative analysis. These conclude with tasks that frequently ask students to analyze topics from different viewpoints. The *Reflect and Extend* section of each unit encourages students to reflect on their understanding of the selections and themes from the unit. Students have opportunities to extend their thinking by participating in project-based learning activities or by completing alternative end-of-unit tasks.

Teacher's Corner on the Ed platform is a contemporary professional learning environment. It offers a variety of resources to support teachers as they deepen their understanding of culturally responsive education and develop cultural competence. Teachers have the ability to guide their own professional learning based on their specific needs and schedules. With attention to self-reflection, lesson planning, classroom culture, instruction, and assessment, the *Culturally Responsive Education: A Teacher's Guide* resource helps teachers explore the practical classroom application of culturally responsive education. The *Culturally Responsive Education: A Teacher's Guide* resource is available in the Breakroom section on Teacher's Corner. Teacher's Corner on the Ed platform provides professional support for culturally

responsive education and best practices. New events and resources are always being added to Teacher's Corner. Examples of resources currently on Teacher's Corner are:

- “What's in a Name? My name is C-A-S-E-E-N, and it is pronounced...” by Caseen Gaines - Names are part of our identity. But why do they have to be the very first way that someone introduces themselves? Ponder more questions and ideas as Gaines shares his personal stories as a student, teacher, and colleague.
- “Knowledge of Self” with Dr. Chris Emdin - In this first episode of Hip Hop Teacher Moves, Dr. Chris Emdin raises a call to action for educators: before we can connect with our students, it is critical to acknowledge who we are first. Emdin gives several solid pieces of advice in this episode.
- “Hip Hop Teacher Moves: A Voice for Others” by Dr. Chris Emdin - Protest is woven into the fabric of Hip Hop culture—the music, the style, the emotion. With young people more engaged in protest and activism than they've been since the Civil Rights Movement, teachers have great challenges and opportunities for connection through shared language and experience.
- “A Teacher's Writing Advice to Raise Voices Up: A teacher shares that it's never too early” by LaNesha Tabb – Teacher contributor LaNesha Tabb has many loves and gifts, and her great love is teaching writing. Her advice in this video is about the importance of teaching the power of voice from the very beginning. After spending a few minutes with her, viewers will be inspired by her passion and advice.
- “Creating a Diverse Library that Your Readers Will Notice” by Brigitte Bjorklund and Camille Baldassar - This resource supports teachers as they expand the diverse representation in books available in their classrooms.

### **Texts, Models, and Rubrics**

The student and teacher materials include exemplar texts, models, and rubrics. Rubrics and checklists in *Into Literature Virginia* and *Writable* directly state what constitutes proficiency for various elements. The GrammarAid and RevisionAid tools in *Writable* also provide explanations about what is considered proficient and why.

## Reading and Writing Standards

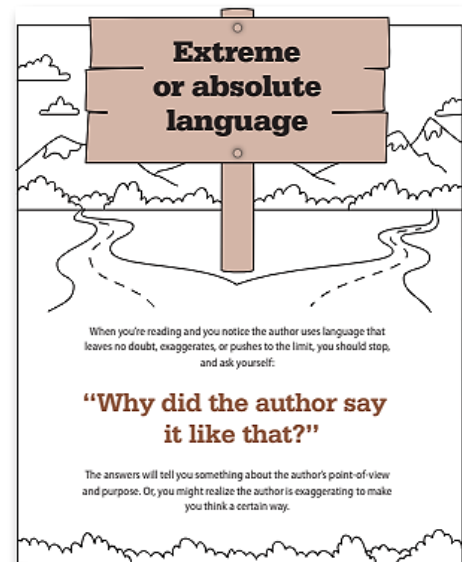
***HMH Into Literature Virginia*** presents aligned reading, writing, and listening and speaking tasks that are centered on texts. The program has direct, explicit, systematic, and cumulative instruction. The sequence of reading instruction over a unit provides a gradual release of instruction. A unit's *Analyze & Apply* lessons provide rich scaffolding in close reading and *Notice & Note* strategies. In addition to direct instruction, students are guided by modeling from the teacher and examples in the student-facing materials. In a unit's *Collaborate & Compare* lessons, students continue their study and exploration of the *Essential Question* by synthesizing multiple texts. Scaffolding from the teacher and notes in the student materials provide support to students. Having engaged in direct instruction, modeling, and scaffolded practice in a lesson, students apply the skills independently to the program's topically related texts. At the end of a unit, students demonstrate their learning by completing a *Writing Task* and/or a *Speaking and Listening Task*.

*Notice & Note* is a close-reading protocol grounded in the research of Dr. Kyleene Beers and Dr. Robert E. Probst and designed to encourage students to be active readers. At the heart of *Notice & Note* are "Signposts"—key aspects of literary and informational texts that are worth paying attention to. Each Signpost is associated with an anchor question. Kyleene and Bob developed *Notice & Note* after studying the books most commonly taught in middle and high school. As they read, they noticed regularly-occurring features that helped them better understand key elements such as character development, internal conflict, and theme. They established three criteria that each feature had to meet in order to be taught to students:

1. It had to have a characteristic that made it noticeable so that it could be identified.
2. It had to show up in a majority of works.
3. It had to help readers who noticed it understand something about their own responses or interpretations.

In response to student and teacher feedback, Kyleene and Bob streamlined the Signposts and Anchor Questions. With that adjustment, they noticed students adopting them more quickly and generating more of their own questions, which is the ultimate goal. They later expanded into informational texts with similarly positive results.

When students are taught to look for Signposts and ask the Anchor Questions, they begin to read more thoughtfully. Through initial modeling and prompting, and then with increasing independence, students will make predictions and inferences based on text evidence and connect what they read with their own lives and the world around them. Teachers report that Signposts create rich fodder for conversation. Students of all levels can share the Signposts they find in a text and debate their meaning, building on each other's ideas and sharing evidence that supports their interpretations. Instead of waiting for a teacher to guide them through the text, students begin to make their own meaning.



***Into Literature Virginia*** is built around close reading. The digital and consumable print formats of the Student Editions invite students to be active readers by marking up the text as they go along. With ample margins and white space around each selection, students have the space they need to jot down notes and observations as they read—to look for evidence they've been asked to find or simply to capture their own ideas, impressions, and questions.

At the beginning of the year, get students into the habit of recording informal notes as they read any text. ***Into Literature Virginia*** also provides clear models of meaningful annotation. At the start of every lesson, students will see *Annotation in Action*, which is a model that highlights one of the skills in the lesson and displays effective text markup and annotation. Annotating is also modeled in the *Close Read Screencasts*, which are audio/video clips that feature two teens talking about a portion of the text. The video clip displays the text and its annotations. Texts with a *Close Read Screencast* also include a *Close Read Practice* activity that helps students strengthen their close reading and annotating skills through a scaffolded exercise. *Peer Coach Videos*, *Anchor Charts*, and *Level Up Tutorials* are some of the other elements in ***Into Literature Virginia*** that support students' reading skills.

The instructional support in the ***Into Literature Virginia*** teacher materials and the prompts in the Student Editions empower students to set a purpose for reading, generate their own questions, and respond with evidence to text-based questions and tasks. In addition to the program's direct instruction for close reading and textual analysis, ***Into Literature Virginia*** provides scaffolds such as built-in models, tips, and guided student practice. The program's use of the popular *Notice & Note* strategy gives students a reliable structure for reading closely and deriving meaning from texts.

Units in ***Into Literature Virginia*** are thematically organized, and every unit has an overarching *Essential Question*. An *Essential Question* is presented at the start of a unit to set the purpose and at the end of the unit to ignite reflection. Throughout a unit, students use the *Response Logs* to explore, deepen their understanding, and form their perspectives related to the *Essential Question* and other text-related questions.

Within a unit, *Analyze & Apply* engages the whole class in close reading and analysis. *Collaborate & Compare* gives the whole class, small groups, or peers opportunities to compare and contrast paired texts. *Reader's Choice* offers students opportunities to exercise close reading and analyzing skills on their own with self-selected texts.

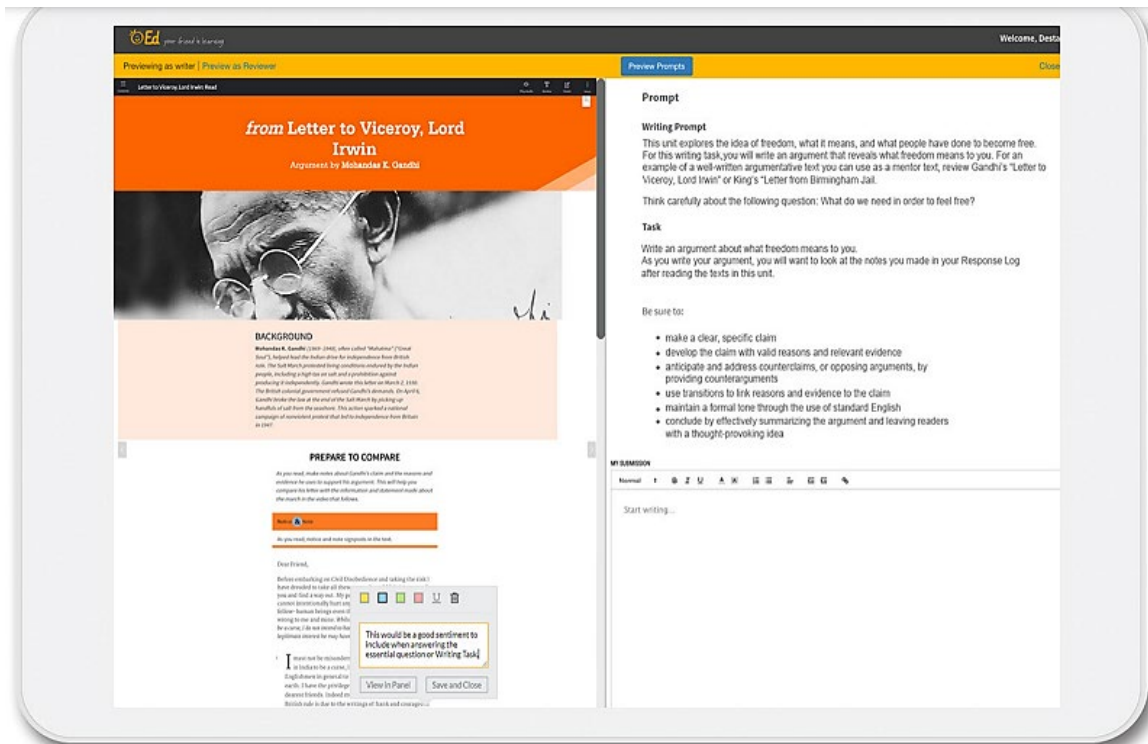
The student and teacher materials present high-quality text-dependent questions. *Analyze the Text* questions after each selection ask students to reach back into the text for evidence that supports their analysis. The set of *Choices* activities for each selection gives students opportunities to analyze the text further and respond in different ways. The *Choices* activities focus on writing, media, speaking and listening, and research.

*Novel Study Guides* and the unit-level *Writing Tasks*, *Speaking and Listening Tasks*, and *Media Projects* also call for students to analyze texts and cite evidence. The program's *Graphic Organizers*, *Response Logs*, and built-in annotation tools in the Student Editions help students capture details that support their reading, speaking, and writing about texts. *Writable* presents the program's *Writing Tasks* (and other assignments) with contemporary supports and scaffolding options. When a student works on a writing task from ***Into Literature*** in *Writable*, they can view their own Student Edition, annotations, and digital notebook right on the *Writable* work screen. The convenient design streamlines the tasks of finding textual evidence and integrating it into writing. In addition to the ***HMH Into Literature*** assignments, *Writable* has a library of program-agnostic assignments. Most of the program-agnostic assignments in *Writable* include authentic text passages or multimedia sources built into the



work screen, while other assignments can be used with any text or source. Teachers also have the option to upload texts and sources to *Writable* and create customized assignments.

*Novel Study Guides, Speaking and Listening Tasks, and Media Projects* also call for students to analyze texts and cite evidence.



Collaboration is consistently integrated into learning. Elements that engage students in collaboration include text-based discussions and Turn and Talk, *Collaborate & Compare* activities, peer-review routines for writing assignments, and performance-based tasks (*Writing Tasks, Speaking and Listening Tasks, Media Projects*).

## Professional Learning

HMH has significant experience in successfully implementing and supporting educational resources and professional learning services in districts with similar specifications and characteristics to Arlington Public Schools. Your HMH Implementation Manager will oversee project initiation, implementation, and sustainability planning. HMH is available to provide training and professional development in accordance with the District's requirements as stated in the Request for Proposal.

All professional learning sessions are led by HMH Coaches who have extensive experience literacy and literacy intervention. The Implementation Manager and HMH Coaches will coordinate with the District to develop the expertise and capacity of school and District staff to deliver training District-wide. HMH is confident that we can deliver the right mix of knowledge, resources, and pedagogical expertise to meet the needs of Arlington Public Schools.

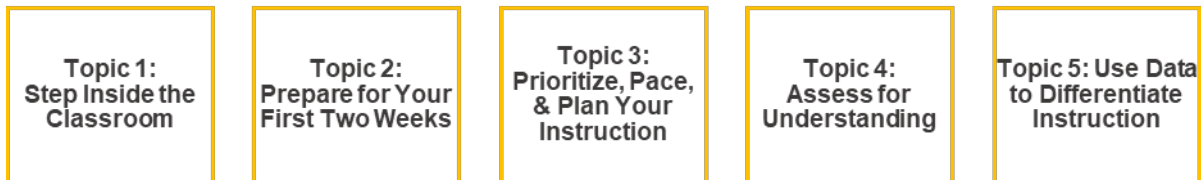
HMH is recognized as a premier provider of professional learning and listed as a Recommended Professional Learning Partner in the Professional Learning Partner Guide. This guide is published by Rivet Education, a nationwide, independent evaluator of high-quality professional learning. The Professional Learning Partner Guide is a list of organizations that are nationally recognized for providing the best curriculum-aligned professional learning services in the country. For more information, please visit <https://plpartnerguide.org/>.

### **Program Training**

HMH offers initial program training with *Getting Started* and follow-up learning sessions. Each *Getting Started* session is streamlined to prepare teachers for the first three weeks. These professional learning courses provide an overview of the research-based components of the program and how they work to accelerate achievement and build literacy skills. Follow-up professional learning takes educators on a deeper dive into essential program components, including digital tools and resources, assessments, data, and reports. Teachers have opportunities to explore, collaborate, and ask questions to build understanding and confidence. Each professional learning experience is accompanied by a collaboration guide, which serves as a place to anchor learning and to process, collect, and shape ideas. All professional learning will be scheduled in coordination with the District.

For users of *Into Literature* and Writable, additional program training and support are provided on Ed, where teachers access a guided learning pathway based on their program, state, grade level, and implementation timeline. The learning pathway provides a recommended sequence of live sessions and on-demand interactive media and videos to help teachers plan, teach, and assess learning using their new HMH programs. They can join and rewatch sessions, access shared materials, and download certificates. And with resources like scaffolded lesson plans for the first two weeks, teachers have the right tools at their fingertips to make planning achievable from day one.

Below are examples of topics in the guided learning pathways on Ed. Topics are scaffolded to maximize teacher time, provide flexibility to work asynchronously or with an HMH Coach, and offer specially created downloads to save teachers time.



### **Continued Support and Learning**

Learning does not stop with program training. HMH provides teachers with complimentary professional learning for the life of the adoption with live online and on-demand learning.

**HMH Teacher's Corner**, the easy-to-use professional learning site located on the Ed platform,



offers a searchable library of live events, training materials, articles, videos, and additional resources for point-of-use assistance, quick help, recommendations, and extended learning. Please visit us at

<https://www.hmhco.com/programs/teachers-corner> for a brief

video tour.

- **Live Events** support new teachers' program implementation and build experienced teachers' instructional practice with learning that builds sequentially on teachers' knowledge. Monthly General Sessions feature motivating and relevant content

delivered by prominent speakers and HMH thought leaders. Subject-specific sessions focus on specific topics to supplement *Getting Started* and follow-up training. Please visit this link for a preview of the current Live Events calendar <https://hnhco.box.com/v/TeachersCornerLiveEvents>.

- **Getting Started** and **Program Support** resources provide specific content for teaching with HMH programs using authentic model lessons, articles, professional learning videos, tips, and best practices.
- The **Breakroom** inspires teachers to stay engaged with program-agnostic resources.

**Family Room and Leader's Corner.** For parents, families, and caregivers, the Family Room located on the Ed platform provides opportunities to familiarize themselves with the platform, learn about their students' instructional programs, and gather insights on how to support students. Leader's Corner offers district and site-based leaders program and lesson-integrated information, and access to a constantly growing library of resources to support teachers with program implementation.

**HMH Teacher Central.** Ongoing, on-demand learning for *READ 180 Universal* and *System 44 Next Generation* is available through HMH Teacher Central, HMH's online dashboard. This dashboard provides digital teaching, lesson planning, professional learning, progress monitoring tools, and support resources in a centralized location, including complimentary on-demand *Getting Started* training modules available to all program teachers for the life of the adoption. This training complements synchronous *Getting Started* sessions and may be used as either an introduction or to enhance and extend learning.

The HMH Teacher Central Resource Library contains downloadable resources for lessons and professional learning, sorted by category. The Teacher Dashboard also provides access to the *READ 180* Community Website, which contains blogs from expert 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 with each other to share and reflect upon their experiences.

### **Optional Professional Learning**

**Job-Embedded Coaching.** To further support Arlington Public Schools, HMH offers [online and blended coaching](#). HMH coaching provides teachers with personalized support focused on lesson design, instructional practices, content, and data-driven decision-making to promote continuous improvement over time. HMH Instructional Coaches improve teachers' instruction by modeling high-impact instructional strategies for literacy and literacy intervention, 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, and analyzing evidence and reflecting, coaching can facilitate measurable results (Taylor & Chanter, 2016).

The online and blended coaching experiences include access to the HMH Coaching Studio, the online community where the participants have access to additional resources and interactive collaboration. HMH Coaching Studio is a 2020 EdTech Awards Cool Tool Finalist, 2021 SIIA CODiE Finalist, and Tech & Learning Awards of Excellence winner. Please watch this video about HMH's Coaching Studio at <https://www.hnhco.com/coaching>.

## Professional Training and Coaching

HMH has the capacity and resources to provide program training in July and August of 2022 to 100 teachers in each of Grades 6–12. During the first year of implementation, HMH offers both online and blended coaching options in a variety of flexible configurations to best suit the needs of Arlington Public Schools. All memberships are annual.

- **Online Coaching** helps teachers and instructional coaches integrate new skills immediately into their practice. Our online coaching powered by HMH Coaching Studio can include lesson modeling, lesson planning, and data analysis.
  - ▲ Multi-Team Online Coaching Membership includes thirty-two 30-minute online sessions and 20 HMH Coaching Studio licenses.
  - ▲ Online Coaching Membership includes eight 30-minute online sessions and five HMH Coaching Studio licenses.
  - ▲ Online Coaching Introductory Membership includes four 30-minute online sessions and five HMH Coaching Studio licenses.
  - ▲ One-to-One Online Coaching Membership includes eight 30-minute online sessions and one HMH Coaching Studio license.
  - ▲ One-to-One Online Coaching Introductory Membership includes four 30-minute online sessions and one HMH Coaching Studio license.
- **Blended Coaching** brings the coaching experience into a small group context and opens up communication among teachers and/or instructional coaches. It is a collaborative conversation focused on deepening understanding of student work, student learning targets, instructional practices, goal setting, and action steps.
  - ▲ Blended Coaching Membership includes four in-person coaching days, eight 30-minute live online sessions, and 20 HMH Coaching Studio licenses.
  - ▲ Blended Coaching Introductory Membership includes one in-person coaching day, four 30-minute live online sessions, and 20 HMH Coaching Studio licenses.

## Consultation Services

Houghton Mifflin Harcourt agrees to have staff available 8:00 AM EST to 5:00 PM EST, Monday through Friday, for consultation with Arlington Public Schools.

**Attachment B**  
Fee Schedule

Receipt of Resources	Timeline
<b>Digital Resources</b>	<b>2 Business Days after receipt of PO</b>
<b>Print Resources</b>	<b>12 Business Days after receipt of PO</b>
<b>Completion of Initial Training</b>	<b>On or before August 25, 2022</b>

**To Be Provided at No Cost to APS**

Product	Timeline
1. Class books and library texts sets of Six (6) per grade level for the schoolbook rooms, with any purchase of classroom materials.	Initial Contract Term
2. APS to record all professional learning virtual training sessions to be used for onboarding teachers throughout the school year as an asynchronous option.	Initial Contract Term and Renewal Contract Terms
3. Professional Development Plan - 6 days of on- site PD training days, and 4, 6-hour virtual training sessions.	Initial Contract Term
4. Sponsor two (2) celebration events of unboxing and initial training for beginning of the year for educators.	On or before August 25, 2022, Monday Oct 10, 2022 <i>** (Dates may change)</i>
5. Additional Twenty-Five (25) 2020 Virginia Into Literature Comprehensive Student Resource Packages with Write In Student Edition with 7 Year Digital per grade level	Initial Contract Term and Renewal Contract Terms

**Professional Services**

Virginia Into Literature Getting Started In Person 6-Hour Grades 6-12 \$4,200.00

Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature Virginia. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature Virginia in their respective learning environments.

Virginia Into Literature Follow-Up 4-1 Hour Live Online Bundle Grade 6-12 \$1,400.00

Work with an HMH Services team member to choose from key Into Literature instructional topics to create personalized live online sessions. Includes four, 1-hour live online sessions.

**Attachment B**  
**Payment Schedule**

<b>Milestone</b>	<b>Payment Term</b>	<b>Payment Amount</b>
1.	Acceptance by APS of Print Resources	\$1,200,000.00
2.	July 1, 2024	\$445,575.99
3.	July 1, 2026	\$445,575.99
	Total Payment	\$2,091,151.98

**Fee Schedule for Proposal #008404208**  
**Into Literature 6-12 Virginia 2020 - 7 Years**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Into Literature Online Teacher Access</u></b>					
<b>Teacher</b>					
1733966	9781328619761 2020 Virginia Into Literature Online Teacher Digital Management Center 7 Year Digital Grade 6 Access to Into Literature, Virginia Teacher Access for Grades 6, 7, and 8	\$213.50			49
1733969	9781328619792 2020 Virginia Into Literature Online Teacher Digital Management Center 7 Year Digital Grade 9 Access to Into Literature, Virginia Teacher Access for Grades 9, 10, 11, and 12	\$217.00			32
<b><u>Total for Into Literature Online Teacher Access</u></b>		<b>\$ 0.00</b>			
<b><u>Grade 6</u></b>					
<b>Student Resource Package</b>					
1733959	9781328620095 Into Literature Student Edition Softcover Print Subscription VRS1 7 Year Grade 6	\$103.15			25
1731428	9781328599445 2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 6 Package Includes: Student Edition Softcover Print Subscription 7 Year Grade 6 Virginia Student Edition Online plus Resources 7 Year Grade 6 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.	\$132.70	1,999	\$265,267.30	
1725601	9781328556738 Into Literature Student Edition Hardcover VRS1 Grade 6 Six Class Sets	\$109.55			150
<b>Total for Student Resource Package</b>		<b>\$265,267.30</b>			
<b>Teacher Resource Package</b>					
1731435	9781328599513 2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 6 Package Includes: Virginia Teacher's Edition Grade 6 Virginia Teacher Resource Digital Management Center 7 Year Grade 6	\$305.00			53
<b>Total for Teacher Resource Package</b>		<b>\$0.00</b>			
<b><u>Total for Grade 6</u></b>		<b>\$265,267.30</b>			

<b><u>Grade 7</u></b>					
<b>Student Resource Package</b>					
1733960	9781328620101 Into Literature Student Edition Softcover Print Subscription VRS1 7 Year Grade 7	\$103.15			25
1731429	9781328599452 2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 7 Package Includes:	\$132.70	1,943	\$257,836.10	

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
	Student Edition Softcover Print Subscription 7 Year Grade 7 Virginia Student Edition Online plus Resources 7 Year Grade 7 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.				
1725602	9781328556745 Into Literature Student Edition Hardcover VRS1 Grade 7 Six Class Sets	\$109.55			150
<b>Total for Student Resource Package</b>		<b>\$257,836.10</b>			
<b>Teacher Resource Package</b>					
1731436	9781328599520 2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 7 Package Includes: Virginia Teacher's Edition Grade 7 Virginia Teacher Resource Digital Management Center 7 Year Grade 7	\$305.00	c		27
<b>Total for Teacher Resource Package</b>		<b>\$0.00</b>			
<b>Total for Grade 7</b>		<b>\$257,836.10</b>			
<b>Grade 8</b>					
<b>Student Resource Package</b>					
1733961	9781328620118 Into Literature Student Edition Softcover Print Subscription VRS1 7 Year Grade 8	\$103.15			25
1731430	9781328599469 2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 8 Package Includes: Student Edition Softcover Print Subscription 7 Year Grade 8 Virginia Student Edition Online plus Resources 7 Year Grade 8 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.	\$132.70	c	1,941	\$257,570.70
1725603	9781328556752 Into Literature Student Edition Hardcover VRS1 Grade 8 Six Class Sets	\$109.55			150
<b>Total for Student Resource Package</b>		<b>\$257,570.70</b>			
<b>Teacher Resource Package</b>					
1731437	9781328599537 2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 8 Package Includes: Virginia Teacher's Edition Grade 8 Virginia Teacher Resource Digital Management Center 7 Year Grade 8	\$305.00	c		26
<b>Total for Teacher Resource Package</b>		<b>\$0.00</b>			
<b>Total for Grade 8</b>		<b>\$257,570.70</b>			



ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 9</b>					
<b>Student Resource Package</b>					
1733962	9781328620125 Into Literature Student Edition Softcover Print Subscription VRS1 7 Year Print Grade 9	\$107.70			25
1731431	9781328599476 2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 9 Package Includes: Student Edition Softcover Print Subscription 7 Year Grade 9 Virginia Student Edition Online plus Resources 7 Year Grade 9 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.	\$138.35	1,981	\$274,071.35	
1725604	9781328556769 Into Literature Student Edition Hardcover VRS1 Grade 9 Six Class Sets	\$114.15			150
<b>Total for Student Resource Package</b>		<b>\$274,071.35</b>			
<b>Teacher Resource Package</b>					
1731438	9781328599544 2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 9 Package Includes: Virginia Teacher's Edition Grade 9 Virginia Teacher Resource Digital Management Center 7 Year Grade 9	\$310.00			35
<b>Total for Teacher Resource Package</b>		<b>\$0.00</b>			
<b>Total for Grade 9</b>		<b>\$274,071.35</b>			

<b>Grade 10</b>					
<b>Student Resource Package</b>					
1734133	9781328620132 Into Literature Student Edition Softcover Print Subscription VRS1 7 Year Print Grade 10	\$107.70			25
1731432	9781328599483 2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 10 Package Includes: Student Edition Softcover Print Subscription 7 Year Grade 10 Virginia Student Edition Online plus Resources 7 Year Grade 10 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.	\$138.35	2,144	\$296,622.40	
1725605	9781328556776 Into Literature Student Edition Hardcover VRS1 Grade 10 Six Class Sets	\$114.15			150
<b>Total for Student Resource Package</b>		<b>\$296,622.40</b>			
<b>Teacher Resource Package</b>					
1731439	9781328599551 2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 10 Package Includes: Virginia Teacher's Edition Grade 10	\$310.00			29

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
Virginia Teacher Resource Digital Management Center 7 Year Grade 10					
<b>Total for Teacher Resource Package</b>				<b>\$0.00</b>	
<b><u>Total for Grade 10</u></b>				<b>\$296,622.40</b>	
<b><u>Grade 11</u></b>					
<b>Student Resource Package</b>					
1734134	9781328620149	Into Literature Student Edition Softcover Set Print Subscription VRS1 7 Year Print Grade 11		\$107.70	25
1731433	9781328599490	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 11 Package Includes: Student Edition Softcover Print Subscription 7 Year Grade 11 Virginia Student Edition Online plus Resources 7 Year Grade 11 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.	c	\$138.35	1,866
1725606	9781328556783	Into Literature Student Edition Hardcover VRS1 Grade 11 Six Class Sets		\$114.15	150
<b>Total for Student Resource Package</b>				<b>\$258,161.10</b>	
<b>Teacher Resource Package</b>					
1731440	9781328599568	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 11 Package Includes: Virginia Teacher's Edition Grade 11 Virginia Teacher Resource Digital Management Center 7 Year Grade 11	c	\$310.00	18
<b>Total for Teacher Resource Package</b>				<b>\$0.00</b>	
<b><u>Total for Grade 11</u></b>				<b>\$258,161.10</b>	
<b><u>Grade 12</u></b>					
<b>Student Resource Package</b>					
1734135	9781328620156	Into Literature Student Edition Softcover Set Print Subscription VRS1 7 Year Print Grade 12		\$107.70	25
1731434	9781328599506	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 7 Year Digital Grade 12 Package Includes: Student Edition Softcover Print Subscription 7 Year Grade 12 Virginia Student Edition Online plus Resources 7 Year Grade 12 Also Includes 1 Teacher Resource Package with purchase of 75 Student Resource Packages Also includes 3 purchase points per student edition which can be used toward choice of novels from HMH novel list.	c	\$138.35	2,000
1725607	9781328556790	2020 Into Literature Student Edition Hardcover VRS1 Grade 12 Six Class Sets		\$114.15	150

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Total for Student Resource Package</b>				<b>\$276,700.00</b>	
<b>Teacher Resource Package</b>					
1731441 9781328599575	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 7 Year Digital Grade 12	c \$310.00			18
Package Includes: Virginia Teacher's Edition Grade 12 Virginia Teacher Resource Digital Management Center 7 Year Grade 12					
<b>Total for Teacher Resource Package</b>				<b>\$0.00</b>	
<b><u>Total for Grade 12</u></b>				<b>\$276,700.00</b>	

**Professional Services**

**Professional Learning**

1736745 9780358003502	Virginia Into Literature Getting Started In Person 6-Hour Grades 6-12 Participants engage in a variety of hands-on experiences to learn about the organization, design, and resources of Into Literature Virginia. Through direct instruction, guided practice, and cooperative exploration, participants will experience the program's resources both from a student and teacher perspective. The goal is to build deeper understanding and confidence to begin implementing Into Literature Virginia in their respective learning environments.	\$4,200.00			7
1736776 9780358003243	Virginia Into Literature Follow-Up 4-1 Hour Live Online Bundle Grade 6-12 Work with an HMH Services team member to choose from key Into Literature instructional topics to create personalized live online sessions. Includes four, 1-hour live online sessions.	\$1,400.00			7

<b><u>Total for Professional Services</u></b>				<b>\$ 0.00</b>	
---	--	--	--	----------------	--

<b>Subtotal Purchase Amount:</b>	<b>\$1,886,228.95</b>
<b>Estimated Shipping &amp; Handling:</b>	<b>\$188,622.90</b>

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$2,074,851.85</b>
--	-----------------------

\*\* All physical materials are required to ship at the lowest and best rate based on the actual weight of the order total

## Fee Schedule for Proposal #008418830

### Into Literature 6-12 Virginia 2020 - Renewal Years 1, 2, 3, 4, 5, and 6

ISBN	Title	Price	Quantity	Value of All Materials
<b>Grade 6</b>				
<b>Student Resource Package</b>				
1734322 9781328624956	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 6	\$39.05	1	\$39.05
1796444 9780358453987	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 6	\$54.65	1	\$54.65
1796437 9780358453918	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 6	\$70.25	1	\$70.25
1796430 9780358453840	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 6	\$85.85	1	\$85.85
1795170 9780358445241	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 6	\$101.45	1	\$101.45
1795184 9780358445388	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 6	\$117.05	1	\$117.05
<b>Total for Student Resource Package</b>				
<b>Teacher Resource Package</b>				
1734389 9781328625021	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 6	\$245.00	1	\$245.00
1796465 9780358454199	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 6	\$255.00	1	\$255.00
1796458 9780358454120	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 6	\$265.00	1	\$265.00
1796451 9780358454052	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 6	\$275.00	1	\$275.00
1795177 9780358445319	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 6	\$285.00	1	\$285.00
1795191 9780358445456	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 6	\$295.00	1	\$295.00
<b>Total for Teacher Resource Package</b>				
<b>Total for Grade 6</b>				<b>\$2,088.30</b>
<b>Grade 7</b>				
<b>Student Resource Package</b>				
1734383 9781328624963	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 7	\$39.05	1	\$39.05
1796445 9780358453994	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 7	\$54.65	1	\$54.65

ISBN	Title	Price	Quantity	Value of All Materials
1796438 9780358453925	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 7	\$70.25	1	\$70.25
1796431 9780358453857	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 7	\$85.85	1	\$85.85
1795171 9780358445258	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 7	\$101.45	1	\$101.45
1795185 9780358445395	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 7	\$117.05	1	\$117.05

**Total for Student Resource Package**

**Teacher Resource Package**

1734390 9781328625038	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 7	\$245.00	1	\$245.00
1796466 9780358454205	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 7	\$255.00	1	\$255.00
1796459 9780358454137	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 7	\$265.00	1	\$265.00
1796452 9780358454069	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 7	\$275.00	1	\$275.00
1795178 9780358445326	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 7	\$285.00	1	\$285.00
1795192 9780358445463	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 7	\$295.00	1	\$295.00

**Total for Teacher Resource Package**

---

**Total for Grade 7** **\$2,088.30**

**Grade 8  
Student Resource Package**

1734384 9781328624970	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 8	\$39.05	1	\$39.05
1796446 9780358454007	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 8	\$54.65	1	\$54.65
1796439 9780358453932	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 8	\$70.25	1	\$70.25
1796432 9780358453864	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 8	\$85.85	1	\$85.85
1795172 9780358445265	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 8	\$101.45	1	\$101.45

---

ISBN	Title	Price	Quantity	Value of All Materials
1795186 9780358445401	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 8	\$117.05	1	\$117.05
<b>Total for Student Resource Package</b>				
<b>Teacher Resource Package</b>				
1734391 9781328625045	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 8	\$245.00	1	\$245.00
1796467 9780358454212	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 8	\$255.00	1	\$255.00
1796460 9780358454144	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 8	\$265.00	1	\$265.00
1796453 9780358454076	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 8	\$275.00	1	\$275.00
1795179 9780358445333	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 8	\$285.00	1	\$285.00
1795193 9780358445470	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 8	\$295.00	1	\$295.00
<b>Total for Teacher Resource Package</b>				
<b>Total for Grade 8</b>		<b>\$2,088.30</b>		

**Grade 9  
Student Resource Package**

1734385 9781328624987	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 9	\$40.70	1	\$40.70
1796447 9780358454014	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 9	\$57.00	1	\$57.00
1796440 9780358453949	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 9	\$73.25	1	\$73.25
1796433 9780358453871	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 9	\$89.55	1	\$89.55
1795173 9780358445272	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 9	\$105.80	1	\$105.80
1795187 9780358445418	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 9	\$122.05	1	\$122.05

**Total for Student Resource Package**

**Teacher Resource Package**

1734392 9781328625052	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 9	\$250.00	1	\$250.00
1796468 9780358454229	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 9	\$260.00	1	\$260.00

ISBN	Title	Price	Quantity	Value of All Materials
1796461 9780358454151	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 9	\$270.00	1	\$270.00
1796454 9780358454083	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 9	\$280.00	1	\$280.00
1795180 9780358445340	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 9	\$290.00	1	\$290.00
1795194 9780358445487	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 9	\$300.00	1	\$300.00

**Total for Teacher Resource Package**

---

**Total for Grade 9** **\$2,138.35**

**Grade 10**

**Student Resource Package**

1734386 9781328624994	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 10	c \$40.70	1	\$40.70
1796448 9780358454021	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 10	\$57.00	1	\$57.00
1796441 9780358453956	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 10	\$73.25	1	\$73.25
1796434 9780358453888	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 10	\$89.55	1	\$89.55
1795174 9780358445289	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 10	\$105.80	1	\$105.80
1795188 9780358445425	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 10	\$122.05	1	\$122.05

**Total for Student Resource Package**

**Teacher Resource Package**

1734393 9781328625069	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 10	c \$250.00	1	\$250.00
1796469 9780358454236	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 10	\$260.00	1	\$260.00
1796462 9780358454168	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 10	\$270.00	1	\$270.00
1796455 9780358454090	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 10	\$280.00	1	\$280.00
1795181 9780358445357	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 10	\$290.00	1	\$290.00
1795195 9780358445494	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 10	\$300.00	1	\$300.00

---

ISBN	Title		Price	Quantity	Value of All Materials	
<b>Total for Teacher Resource Package</b>						
<b>Total for Grade 10</b>			<b>\$2,138.35</b>			
<b>Grade 11</b>						
<b>Student Resource Package</b>						
1734387	9781328625007	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 11	c	\$40.70	1	\$40.70
1796449	9780358454038	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 11		\$57.00	1	\$57.00
1796442	9780358453963	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 11		\$73.25	1	\$73.25
1796435	9780358453895	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 11		\$89.55	1	\$89.55
1795175	9780358445296	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 11		\$105.80	1	\$105.80
1795189	9780358445432	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 11		\$122.05	1	\$122.05
<b>Total for Student Resource Package</b>						
<b>Teacher Resource Package</b>						
1734394	9781328625076	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 11	c	\$250.00	1	\$250.00
1796470	9780358454243	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 11		\$260.00	1	\$260.00
1796463	9780358454175	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 11		\$270.00	1	\$270.00
1796456	9780358454106	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 11		\$280.00	1	\$280.00
1795182	9780358445364	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 11		\$290.00	1	\$290.00
1795196	9780358445500	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 11		\$300.00	1	\$300.00
<b>Total for Teacher Resource Package</b>						
<b>Total for Grade 11</b>			<b>\$2,138.35</b>			
<b>Grade 12</b>						
<b>Student Resource Package</b>						
1734388	9781328625014	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition with 1 Year Digital Grade 12	c	\$40.70	1	\$40.70



ISBN	Title	Price	Quantity	Value of All Materials
1796450 9780358454045	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 2 Year Print/2 Year Digital Grade 12	\$57.00	1	\$57.00
1796443 9780358453970	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 3 Year Print/3 Year Digital Grade 12	\$73.25	1	\$73.25
1796436 9780358453901	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 4 Year Print/4 Year Digital Grade 12	\$89.55	1	\$89.55
1795176 9780358445302	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 5 Year Print/5 Year Digital Grade 12	\$105.80	1	\$105.80
1795190 9780358445449	2020 Virginia Into Literature Comprehensive Student Resource Package with Write In Student Edition 6 Year Print/6 Year Digital Grade 12	\$122.05	1	\$122.05

**Total for Student Resource Package**

**Teacher Resource Package**

1734395 9781328625083	2020 Virginia Into Literature Comprehensive Teacher Resource Package with 1 Year Digital Grade 12	\$250.00	1	\$250.00
1796471 9780358454250	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 2 Year Digital Grade 12	\$260.00	1	\$260.00
1796464 9780358454182	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 3 Year Digital Grade 12	\$270.00	1	\$270.00
1796457 9780358454113	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 4 Year Digital Grade 12	\$280.00	1	\$280.00
1795183 9780358445371	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 5 Year Digital Grade 12	\$290.00	1	\$290.00
1795197 9780358445517	2020 Virginia Into Literature Comprehensive Teacher Resource Package Print with 6 Year Digital Grade 12	\$300.00	1	\$300.00

**Total for Teacher Resource Package**

---

**Total for Grade 12** **\$2,138.35**

<b>Subtotal Purchase Amount:</b>	<b>\$14,818.30</b>
<b>Estimated Shipping &amp; Handling:</b>	<b>\$1,481.83</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$16,300.13</b>

\*\* All physical materials are required to ship at the lowest and best rate based on the actual weight of the order total.



**Attachment C**

Contractor Certification Regarding Criminal Convictions

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
  - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
  - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
  - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2.;or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

**This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.**

Houghton Mifflin Harcourt Publishing Company  
Name of Offeror

  
Signature

1900 South Batavia Avenue

Shawn Weirather, Senior Director, Proposals  
Name and Title (please type or print)

Geneva, IL 60134  
Address of Offeror

800-225-5425  
Telephone

february 25, 2022  
Date

## Attachment D

### **Non-Disclosure and Data Security Agreement**

The undersigned, an authorized agent of the Contractor and on behalf of Houghton Mifflin Harcourt Publishing Company hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter "Information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the "Work" or "APS Contract" as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as "Information" or "APS Information").

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to APS Information for any purpose, except to third party service providers and contractors necessary to fulfill the APS Contract or Work, or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "Information" or "APS Information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of Information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Work. Contractor acknowledges that any unauthorized use, dissemination or disclosure of Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Work. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is industry standard, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry standard and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor's work site or the APS' physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming

aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor's security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this Non-Disclosure and Data Security Agreement, or similar and equally restrictive duties and obligations, also extend to its employees, agents or subcontractors who are given access to APS Information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all commercially reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Non-Disclosure and Data Security Agreement, or similar and equally restrictive duties and obligations and related data security provisions in the APS Contract.

It is the intent of this Non-Disclosure and Data Security Agreement to ensure that the Contractor has industry standard level of administrative safeguards, disaster recovery practices are in place to ensure confidentiality, protection, privacy and security of APS Information and APS networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Non-Disclosure and Data Security Agreement conflicts with the APS Contract or with any applicable local, state, or federal law, the more stringent APS Contract requirement, law shall control.

At the conclusion of the Work, Contractor agrees, upon thirty (30) day written notice, to return all APS Information to the APS Project Officer. These obligations remain in full force and effect throughout the Work and shall survive any termination of the APS Contract.

Authorized Signature:  \_\_\_\_\_

Printed Name and Title: Shawn Weirather

Date: July 22, 2022

## Attachment E

### Student Data Usage and Privacy Agreement

This Student Data Usage and Privacy Agreement (“SDUPA”) dated **July 22, 2022** is between **Arlington Public Schools**, located at 2110 Washington Boulevard, Arlington, VA 22204 (“APS” or “Customer”) and **Houghton Mifflin Harcourt Publishing Company** located at 125 High Street, Boston, MA 02110, hereinafter individually a “Party” and collectively “the Parties”, APS and Provider mutually agree to the terms of this SDUPA whereby APS will provide the following Data to Provider for the Approved Purposes only.

The Parties hereby agree as follows:

#### 1.0 Definitions

- 1.1. “Agreement” or “Agreements” shall mean any contract or contracts between APS and the Provider for the provision of any Authorized Services.
- 1.2 “Approved Purposes” shall mean the use of Data by the Provider for the purposes of providing services authorized by APS in Agreements entered into between APS and the Provider (“Authorized Services”) during the term of the SDUPA., and for no other purpose.
- 1.3 “Data” shall include all Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act (“FERPA”), and other non-public information relating directly to APS students. Data include, but are not limited to, student data, metadata, forms, logs, cookies, tracking pixels, and user content.
- 1.4 “Subcontractors” shall include Provider, third party service providers, subcontractors, subcontractors of Providers subcontractors, their subcontractors, and all successor entities.

#### 2 Security Controls

- 2.1 Provider will store and process Data in accordance with commercially reasonable practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 2.2 Provider will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.
- 2.3 Provider will also have a written incident response plan, to include prompt (within two (2) business days) notification of APS in the event of a security breach involving APS Data. Provider agrees to share a summary of its incident response plan upon written request.

#### 3 Access and Control

- 3.1 Any Data held by Provider will be made available to APS upon thirty (30) day written request by APS.
- 3.2 All Data must remain under the direct control of APS to the extent required by FERPA. Where Data is in possession of Provider, APS may direct Provider to take certain actions with regards to the Data, in conformity with the SDUPA and applicable law.
- 3.3 Parents and eligible students must be able to access the Data upon request. This written request shall occur through APS to ensure only authorized individuals have access to the Data.
- 3.4 Provider shall use Data solely as necessary to perform Authorized Services. Provider may not access, collect, store, process, or use Data for any reason other than as necessary to provide the Authorized Services.

#### 4 Marketing and Advertising

- 4.1 Provider may not use any Data to advertise or market to students or their parents.
- 4.2 Provider may not use Data to target individual students with directed advertisements and may never directly collect personal information from students under the age of 13.

#### 5 Collection and use of Data

5.1 Solely for purposes of this SDUPA with respect to Data, Provider is deemed a ‘School Official’ within the meaning of that term as defined in 20 USC §1232g et seq., with a legitimate educational interest to the Data performing services and providing functions which would otherwise be performed by APS staff, for the sole purpose of providing Authorized Services.

5.1.1 No relationship of employer and employee is created by this SDUPA or any Agreement. Provider its sub-contractors, and its employees shall not be employees of APS and shall not have any claim under this SDUPA or any Agreement or otherwise against APS for vacation pay, sick leave, retirement benefits, social security contribution, worker’s compensation, disability or unemployment insurance benefits or any other employee benefit of any kind. Provider shall not be the agent of APS, nor shall Provider make any representation to the contrary to any third parties.

5.2 Provider may not sell Data or disclose Data to third parties except under provision 5.4.

5.3 Provider will collect and use Data only for the purpose of fulfilling its duties and providing Authorized Services under any Agreement and for improving Authorized Services under such Agreement.

5.4 APS understands that Provider may rely on one or more Subcontractors to perform Authorized Services under an Agreement. Provider shall share the names of these Subcontractors, including sub-subcontractors, with APS upon written request. If Provider intends to provide any Data which was received from, or created for APS, to a Subcontractor, then Provider shall require such Subcontractor and sub-subcontractor to countersign this SDUPA. APS reserves the right to reject any Subcontractor if, in its sole discretion, APS determines that such subcontractor or sub-subcontractor is unsuitable for performance of the SDUPA. Provider acknowledges and agrees that the Provider’s obligations under this SDUPA shall not be assigned to any other person or entity without the prior written consent of APS, which APS shall be under no obligation to grant. Provider shall include in all subcontracts, and require that its subcontractors include in all sub-subcontracts, acknowledgement and agreement that the subcontractor and sub-subcontractor are agree to the same level of terms of this SDUPA, and if so requested by APS, will execute a separate SDUPA as a condition of acceptance by APS as a subcontractor or sub-subcontractor.

## 6 Data Transfer or Destruction

6.1 With thirty (30) day written notice, provider will ensure that all Data in its possession and in the possession of any Subcontractors, or agents to which the Provider may have transferred Data, are destroyed or transferred to APS under the direction of APS when the Data are no longer needed to provide Authorized Services, at the request of APS within one (1) month, or as agreed upon between the Parties. Where there is a conflict between applicable law and this SDUPA, the applicable law will prevail.

## 7 Rights and License in and to use Data

7.1 Parties agree that all rights, including all intellectual property rights to the Data, shall remain the exclusive property of APS and Provider has a limited, nonexclusive license solely for the purpose of performing its obligations.

7.2 This SDUPA shall not be construed to give the Provider any rights, implied or otherwise, to Data, content, or intellectual property, except as expressly stated in this SDUPA to provide Approves Services. This includes the right to sell or trade Data.

7.3 Notwithstanding the foregoing, Contractor retains all right, title and interest in and to any and all of Contractor’s programs, products, software, materials, tools, forms, documentation, training, and implementation materials and the intellectual property.

## 8 Data De-Identification

8.1 Provider may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID.

8.2 Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any third party unless that third party agrees not to attempt re-identification.

8.3 De-identified data may be used to improve the Provider's products or services but may not be provided to third parties or sold.

9 Data Mining

9.1 Provider is prohibited from mining Data for any purposes except as expressly authorized by APS in any Agreement or in this SDUPA. Data mining or scanning of user content for the purpose of advertising or marketing to students or their parents is prohibited.

10 Modification of Terms of Service

10.1 During the term of the SDUPA, Provider will not materially change its methods for the collection, use, and sharing of Data, including its storage and destruction protocols, without written notice to and consent from APS.


11 Precedence Over Agreements

11.1 Unless this SDUPA is specifically amended, in the event of a discrepancy between this SDUPA language and the terms and conditions of any Agreements between APS and the Provider relating to Data, the SDUPA language shall take precedence.

**ACCEPTED AND AGREED:**

**HOUGHTON MIFFLIN HARCOURT**

**ARLINGTON PUBLIC SCHOOLS**

By:  \_\_\_\_\_  
Type text here

By: David J. Webb \_\_\_\_\_

Printed Name: Shawn Weirather \_\_\_\_\_

Printed Name: David Webb \_\_\_\_\_

Title: Sr Director \_\_\_\_\_

Title: Director, Procurement \_\_\_\_\_

Date: July 22, 2022 \_\_\_\_\_

Date: July 22, 2022 \_\_\_\_\_

**Attachment F**  
**Contract Terms and Conditions**

1. **Standard of Care**  
In the performance or furnishing of services hereunder, the Contractor and all its agents, shall exercise the highest degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.
2. **Responsibility of the Contractor**  
The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct, or revise any errors or deficiencies that significantly affect the production environment, as determined by the Project Officer, which are discovered within sixty (60) calendar days after the Resources are first introduced into the curriculum.
3. **Responsibility for Claims and Liabilities**  
APS' review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.
4. **Payment**  
Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the APS Project Officer. The number of the issued APS Purchase Order shall appear on all invoices.
5. **Project Officer**  
The performance of the Contractor is subject to the review and approval of the APS Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.
6. **Adjustments for Change in Scope**  
APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must promptly notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with this subSection has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.
7. **Additional Services**  
The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.



APS may determine the need for additional work by the Contractor. Upon a written request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.

8. Reimbursable Expenses

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. Payment of Subcontractors\*

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor 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.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of APS. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. Non-Appropriation\*

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the School Board for the goods or services provided under this Contract, or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

12. APS Purchase Order Requirement\*

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors submitted by the Contractor in its Proposal and thereafter accepted by APS are considered essential to the Contractor's qualifications. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. Supervision by Contractor

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract and shall only employ on the Work persons reasonably proficient in the work assigned.

16. Employment Discrimination by Contractor Prohibited\*

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related 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.
  - D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
  - E. The Contractor will include the provisions of the foregoing subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or Offeror.
21. Employment of Unauthorized Aliens Prohibited\*

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

22. Drug-Free Workplace to be Maintained by Contractor\*

During the performance of the Work pursuant to 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.

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 by APS in accordance with the Procurement Resolution, the employees of which Contractor 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.

23. Termination for Cause, Including Breach and Default; Cure

The Contract shall remain in force for the Initial Contract Term or any Renewal Contract Term(s) and until APS determines that all of the following requirements and conditions have been satisfactorily met: APS has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, APS shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by APS in its discretion.

If APS determines that the Contractor has failed to perform satisfactorily, then APS will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by APS prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to APS Project Officer within fifteen (15) calendar days after the expiration of the Cure Period. APS may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If APS terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from APS to the Contractor (unless APS in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to APS for all costs incurred by APS after the effective date of termination, including costs required to be expended by APS to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to APS upon demand by APS. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to APS, and APS shall be entitled to recover, all damages to which APS is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by APS to the Contractor under the Contract and all attorney fees and costs incurred by APS to enforce any provision of this Contract.

Except as otherwise directed by APS in the notice, if practicable, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

24. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by APS prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; promptly transfer all custom documentation and paperwork created for APS for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

25. Indemnification\* (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees, and subcontractor to save, defend, hold harmless, and indemnify APS, and all of their elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "APS" for purposes of this section) from and against any and all claims made by third parties or by APS for any and all actual losses, damages, injuries, fines, penalties, costs (including court costs and reasonable attorney's fees), charges, liability, demands or exposure, resulting from, arising out of, or in any way connected with the Contractor's negligent acts or omissions or errors in performance or nonperformance of its work called for by the Contract Documents, whether such negligent act or omission or error is attributable to Contractor, subcontractor, any material supplier, or anyone directly or indirectly employed by them, called for by the Contract Documents and which is not also caused by willful misconduct or material breach of the Contract by APS or by third parties beyond the control of the Contractor. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract.

If any action or proceeding relating to the indemnification required by this section is brought against APS, then upon written notice from APS to the Contractor, Contractor shall at Contractor's expense, resist or defend such action or proceeding by counsel approved by APS in writing, such approval not to be unreasonably withheld, but no approval of counsel shall be required where the cause of action is resisted or defended by counsel of any insurance carrier obligated to resist or defend same.

If, after Notice by APS, the Contractor fails or refuses to save, defend, hold harmless and/or indemnify APS, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

Contractor understands and agrees that it is Contractor's responsibility to provide indemnification to APS pursuant to this section. The provision of insurance, while anticipated to provide a funding source for this indemnification, is in addition to any indemnification requirements and the failure of Contractor's insurance to fully fund any indemnification shall not relieve the Contractor of any obligation assumed under this indemnification.

26. Intellectual Property Indemnification\*

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, actual costs (including court costs and reasonable attorney's fees), charges, liability, or exposure, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for actual expenses, including but not limited to, reasonable attorney's fees incurred, and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS. The intellectual property indemnity provided herein shall not apply to the extent the alleged infringement arises from any use of the Work not in accordance with the Contract or from any unauthorized modification of the Work by APS.

27. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all custom copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this subSection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this subSection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" subSection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this subSection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract.

Notwithstanding the foregoing, Contractor retains all right, title and interest in and to any and all of Contractor's programs, products, software, materials, tools, forms, documentation, training and implementation materials and intellectual property.

## 28. Ownership and Return of Records

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all APS drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract, upon written request. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties, unless as necessary to provide the Work to third party service providers and subcontractors, who will provide their work under the same confidentiality requirements of the Contractor; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' thirty (30) day written request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section, or similar and equally restrictive provisions, as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

## 29. Confidential Information

The Contractor, and its employees, agents, third party service providers and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months

and/or a fine of up to \$1,000,000.) The Contractor may use de-identified information (which refers to PII that has been removed or obscured from student records in a way that minimizes the risk of disclosure of the identity of the individual and information about them) for the evaluation, research and development of educational products and services.

30. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”). Pursuant to 45 C. F. R. §164.502(e) and §164.504(e), the Contractor shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS’s Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

31. Data Security

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

The Contractor shall hold APS Information in the strictest confidence and comply with all applicable APS security and network resources policies, that are attached to this Contract and acknowledge by the Contractor, as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted APS Information received from, created or maintained on behalf of APS and strictly control access to APS Information. For purposes of this provision, and as more fully described in this Contract and APS’s Non-Disclosure and Data Security Agreement (NDA), “APS Information” (also referred to as “APS Data” or “data”) includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, APS networked resources, and APS databases, software and security measures which is created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) APS’ Non-Disclosure and Data Security Agreement (NDA). The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- (b) Use of Data. The Contractor shall ensure that the use, distribution, disclosure or access (“use”) to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other

use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA.

- (c) Data Protection. The Contractor agrees that it will protect APS Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s, upon written request.
- (d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- (e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry standards for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.
- (f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, with thirty (30) days written notice, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after receipt of the notice and shall certify completion of this task, in writing, to APS Project Officer.
- (g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within forty-eight (48) hours of the discovery of any unintended access to, use or disclosure of APS Information.
- (h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section, or similar and equally restrictive requirements shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA.

32. Ethics in Public Contracting\*

This Contract incorporates by reference Article 9 of the Procurement Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq., and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase 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.



33. APS Employees\*

No employee of APS Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

34. Force Majeure

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, future pandemics or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

35. Authority to Transact Business\*

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

36. Relation to APS\*

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

37. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

38. Report Standards

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All submittals must be in the required tabular format in a binder.

- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

39. Audit

The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. Upon sixty (60) days written request. APS or its authorized agents, subject to such third-party designee's execution of a confidentiality agreement reasonably acceptable to the Contractor, may audit the Contractor during this period and during the Initial Contract Term or any Renewal Contract Term. Such audit shall be limited to one (1) business day, no more than once per year, during normal business hours. Such audit shall be subject to scheduling according to the mutual convenience of the parties. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

40. Amendments

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

41. Arlington Public Schools Procurement Resolution and Policies\*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

42. Dispute Resolution\*

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Procurement Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

43. Applicable Law, Forum, Venue and Jurisdiction\*

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

44. Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

45. Nonexclusivity of Remedies

All remedies available to APS under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to APS at law or in equity.

46. No Waiver

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

47. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Contract.

48. No Waiver of Sovereign Immunity\*

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

49. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

50. Headings

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

51. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

52. Non-Discrimination Notice\*

APS does not discriminate against faith-based organizations.

53. Insurance Requirements

**A.Overview**

During the term of this Contract, the Contractor and all of their Subcontractors shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor and/or its Subcontractors to change their insurance to an insurance company that has the minimum required AM Best rating. This right can be exercised at any time the insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating of the insurance company changes to a rating under A- during the Contract Term, the Contractor and/or its Subcontractors will notify APS in writing immediately upon discovery and change the insurance immediately to an insurance company that meets or exceeds the AM Best rating of A-.
3. If APS suffers damages under the Contract and makes a claim on the named insurance company by APS, and the claim is not paid in full by the insurance company, Contractor acknowledges that it shall remain wholly liable for the full amount of the claim regardless of the solvency of the insurance company or the insurance company's willingness to pay the claim in full.

4. The Contractor and/or its Subcontractors must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor and/or its Subcontractors have the financial capacity to meet their obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor and/or its Subcontractors financial capacity to meet its obligations under a proposed deductible or self – insurance program, the Contractor and/or its Subcontractors shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor and/or its Subcontractors to ensure protection for APS.

## **B. Certificates of Insurance & Additional Insured Status:**

### **1. Contractor**

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation, Professional Liability, and Cyber Liability coverage. Certificates of insurance will be provided via email communication to APS. APS will provide the Contractor with the email address for the APS representative.

### **2. Subcontractors**

- All Subcontractors will provide the Contractor with Certificates of Insurance for the policies that are required under this contract. All Certificates of Insurance should by endorsement name Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance except Workers Compensation & Professional Liability.
- All Subcontractors shall provide the Contractor with a certificate of insurance that will serve as proof of insurance for their Cyber Liability coverage, but APS will not need to be added as an additional insured.
- The Contractor will maintain all certificates of insurance for their subcontractors.
- The Contractor will provide APS with its Subcontractors certificates of insurance upon written request. Certificates of insurance will be provided via email communication to APS. APS will provide the Contractor with the email address for the APS representative.

## **C. Termination & Or Augmentation of Insurance Policies:**

1. All required insurance policies must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **forty-five (45) days written notice** to the Owner if the policies are to be terminated or if any changes are made during the life of the Contract which will affect in any way the insurance requirements set forth herein, except ten (10) days of non-payment of premium. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it and each of its Subcontractors shall carry in accordance herewith. The Contractor confirms that coverage will remain in place without lapse. Certificates of insurance will be provided via email communication to APS. APS will provide the Contractor with the email address for the APS representative
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractors and or their Subcontractors will still be required to indemnify and hold APS harmless for all losses sustained. Regardless of whether insurance is present or not.

## **D. Insurance Required by The Contract:**

## **Casualty Insurance:**

### **1. Commercial General Liability occurrence-based insurance:**

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Commercial General Liability	\$2,000,000	\$4,000,000

### **2. Subcontractor's Commercial General Liability Insurance:**

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor's Commercial General Liability Insurance in amounts satisfactory to the contract.

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Subcontractors Commercial General Liability	\$2,000,000	\$4,000,000

### **3. Worker's Compensation and Employer's Liability Insurance:**

Worker's Compensation and Employer's Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Worker's Compensation	Statutory Limit	Statutory Limit
Employer's Liability	\$100,000	\$100,000

### **4. Commercial Automobile Liability Insurance:**

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Commercial Automobile Liability	\$1,000,000	\$2,000,000

### **5. Cyber Liability Insurance:**

**A standalone Cyber Liability** insurance shall be in place for Contractor and all of its subcontractors. Coverage to include: Economic Loss arising out of Contractor’s capacity for which it is being hired, and Coverage resulting from the ability of a third-party to gain access to APS’ computer system, Contractor’s failure to prevent unauthorized access (e.g., breach) to or use of an Contractor’s computer system, and unauthorized access (e.g., breach) or use of confidential information (e.g., Personally Identifiable Information (PII) and Protected Health Information (PHI)). Coverage shall include but not be limited to:

- 1.Data Breach & Incident Response
- 2.Network Security, Privacy and Data Breach Liability
- 3.Regulatory Liability
- 4.PCI Fines & Assessments
- 5.Data Restoration
- 6.Cyber Extortion Including Ransomware
- 7.Media Liability
- 8.Social Engineering & Fraud Event
- 9.Forensics

<b>Type of Insurance</b>	<b>Limit Per Occurrence</b>	<b>Aggregate Limit</b>
Cyber Liability	\$3,000,000	\$6,000,000

**E. Receipt of Certificates of Insurance:**

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor’s receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. Certificates of insurance will be provided via email communication to APS. APS will provide the Contractor with the email address for the APS representative. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.

**F. Use of Excess / Umbrella Liability Insurance:**

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS’ Risk Manager and its use can be denied based on that review.

**G. Consideration of Claims Made Insurance Coverage:**

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract.

or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services. The Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses regardless of whether they have insurance coverage in place or not.

#### **H. Contract Identification:**

All certificates of insurance shall state the Contract number and title.

#### 54. Accessibility of Web Site\*

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

#### 55. Arlington County Business License

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

#### 56. Failure to Deliver

In case of failure to deliver goods or services in accordance with the contract terms and conditions, APS, after due oral and written notice, may procure the goods or services from other sources, only after the Contractor has exhausted all opportunity to supply APS, and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which APS may have; provided that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a reduction in price to be determined solely by APS.

#### 57. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert similar clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

#### 58. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the APS Department of Schools and Community Relations.

59. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

60. Extension of Contract Term

The Procurement Office, at its sole and absolute discretion, may extend the Contract Term or final Renewal Contract Term of the resultant Contract for a period of not more than six (6) months, unless specifically stated otherwise in the solicitation.

61. Student Data Usage and Privacy Agreement

During the term of the Contract Term, and any Renewal Contract Term(s), the Contractor will have access to student data. As a condition of awarding a Contract for the provision of the Work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement (See Appendix H).

63. Contractor Certification Regarding Criminal Convictions\*

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
  - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
  - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
  - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
  - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,



- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Appendix A).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

64. Cooperative Contract for Use by Other Public Bodies  
Intentionally deleted.

65. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor\*  
As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

66. Vaccine Requirement  
All employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. During the Contract Term, the Contractor certifies that it will comply with this provision and will ensure that its subcontractors, if any, will as well.

**Attachment H**  
**Publisher Certification and Agreement**

---

Date February 25, 2022

Houghton Mifflin Harcourt Publishing Company

---

Publishing Company

Name of Primary Contact: Mar-Mary Lutge, Account Executive

Phone Number, including area code: 804.467.7764

E-mail Address: [Mar-Mary.Lutge@hmhco.com](mailto:Mar-Mary.Lutge@hmhco.com)

---

The publishing company indicated above submits the following primary materials to APS for consideration in resource approval process.

<b>Line Item # on Pricing Schedule</b>	<b>Title</b>	<b>ISBN</b>	<b>Copyright</b>	<b>Grade Level or Course</b>
1	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599445	2020	6th Grade English
2	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599513	2020	6th Grade English
5	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599452	2020	7th Grade English
6	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599520	2020	7th Grade English
9	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599469	2020	8th Grade English
10	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599537	2020	8th Grade English
13	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599476	2020	9th Grade English
14	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599544	2020	9th Grade English

<b>Line Item # on Pricing Schedule</b>	<b>Title</b>	<b>ISBN</b>	<b>Copyright</b>	<b>Grade Level or Course</b>
17	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599483	2020	10th Grade English
18	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599551	2020	10th Grade English
21	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599490	2020	11th Grade English
22	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599568	2020	11th Grade English
25	2020 HMH Into Literature Virginia Comprehensive Student Resource Package with Write In Student Edition	9781328599506	2020	12th Grade English
26	2020 HMH Into Literature Virginia Comprehensive Teacher Resource Package	9781328599575	2020	12th Grade English
29	Writable for Into Literature Student License	9780358527992	2020	6-12 Grade English
30	2020 Writable for Into Literature Teacher License	9780358557906	2020	6-12 Grade English
31	Writable for Into Literature Student License	9780358527930	2020	6-12 Grade English
32	2020 Writable for Into Literature Teacher License	9780358557845	2020	6-12 Grade English
<b>INTERVENTION</b>				
33	READ 180 Universal Stage B Student Subscription	9781328020154		6-8 Grade Intervention
34	System 44 NG Secondary Student Subscription	9781328021557		6-8 Grade Intervention
35	Literacy Intervention License (R180 U Stage B / S44 Secondary) Teacher Subscription	9781328020475		6-8 Grade Intervention
39	READ 180 Universal Stage B Classroom Package with Coaching	9781328025449		6-8 Grade Intervention
40	READ 180 Universal Stage B Teacher Bookshelf	9781328003577		6-8 Grade Intervention
41	READ 180 Universal Stage B Independent Reading Library	9781328004468		6-8 Grade Intervention
42	System 44 Next Generation Secondary Classroom Pack	9780545582056		6-8 Grade Intervention
43	READ 180 Universal Stage C Student Subscription	9781328020161		9-12 Grade Intervention
44	System 44 NG Secondary Student Subscription	9781328027368		9-12 Grade Intervention

<b>Line Item # on Pricing Schedule</b>	<b>Title</b>	<b>ISBN</b>	<b>Copyright</b>	<b>Grade Level or Course</b>
45	Literacy Intervention License (R180 U Stage C / S44 Secondary) Teacher Subscription	9781328021564		9-12 Grade Intervention
49	READ 180 Universal Stage C Classroom Package with Coaching	9781328026071		9-12 Grade Intervention
50	READ 180 Universal Stage C Teacher Bookshelf	9781328003584		9-12 Grade Intervention
51	READ 180 Universal Stage C Independent Reading Library	9781328007551		9-12 Grade Intervention
52	System 44 Next Generation Secondary Classroom Pack	9780545582056		9-12 Grade Intervention

## **Publisher's Agreement**

The publisher certifies the following:

1. Each Resource has been thoroughly examined and reviewed by at least three qualified content experts for factual accuracy in the subject matter and the resources are free from any factual or editing errors. The credentials of the author(s) and/or editor(s) and content review experts are provided on the attached forms which must be completed and accompany the submitted proposal.
2. Each Resource has been thoroughly examined and reviewed by qualified editors to identify any typographical errors.
3. Any duplicate version (i.e., print or digital) of the primary material that is available to Virginia school divisions contains at least the same content included in the primary material selected by the publisher for review. Any additional content, above that contained in the primary material reviewed is accurate and free of errors. If the content of the print and digital versions of the same primary material varies, those variations are outlined in an attachment to the certification.
4. The Quality Assurance and Editing Process described below was followed for all primary materials submitted by the publisher for review.

### **Quality Assurance and Editing Process:**

Please describe, ***in three pages or less***, the internal process used to ensure accuracy and lack of bias including:

- the quality assurance and workflow steps used to ensure accuracy of content;
- the quality assurance and workflow steps used to eliminate editing and typographical errors, including errors in grammar, written expression, spelling, formatting, and other substantive elements that may affect student learning;
- the fact-back-up guidelines (i.e., what is an acceptable source for a fact and what is not) used by the authors, editors, and outside content experts;
- the review by outside content experts, other than the authors, to verify accuracy and ensure freedom from bias; and
- the process used to reach consensus on information with divergent interpretations.

---

With a legacy that dates back to 1832, Houghton Mifflin Harcourt has a longstanding reputation as a publisher of exceptional materials. Today, we maintain our steadfast commitment to providing high-quality digital and print content that presents factual accuracy and correct grammar, spelling, usage, expression, and editorial standards.

### **Quality Assurance Plan**

HMH has a comprehensive and systematic quality assurance methodology for achieving the highest and most consistent standards of content quality. HMH products in development undergo an intense process of quality assurance, as detailed in the quality assurance plan that accompanies each project. The quality assurance plan describes a project's requirements in terms of activities that are carried out by HMH functional groups at different stages of the development process (e.g., review of content, images, design, the accuracy of facts, correctness of answers, grammar and usage, consistency of HMH style, standards compliance, readability, and agreement among components).

## **Accuracy of Content: Subject-Matter Expertise, Fact-Checking, Academic and Teacher Reviews**

Content containing factual material is generated by subject-matter experts and is confirmed by internal editors and third-party reviewers. HMH's editorial team uses information from independent, vetted, reliable sources.

Fact-checking and answer-checking occur at strategic stages. Commonly, a subject-matter editorial pass is followed by a fact-checking pass. Program development editorial teams typically consult with multiple subject-matter experts and scholars who have various specialties and perspectives. These professionals provide HMH with critical analyses of pedagogical frameworks, feedback about the alignment with research and best practices, expert commentary regarding factual accuracy, and targeted suggestions for improving instruction. Educators in the field review the content and make recommendations related to implementation, content and activities, and ease of product navigation.

The editing team carries out stringent fact-checking and answer-checking procedures. Content that is fact-checked includes dates, events, statistics, proper names, titles, quotations, formulas, equations, metric conversions, and visual representations. Research editors confirm facts in narrative content, maps, sidebars, timelines, charts, graphs, and captions. Fact-checked and answer-checked material is returned to the content editor to review and revise. The editorial team conducts further reviews, makes corrections, and revises content in a cyclical fashion. This builds in a system to safeguard the faithful implementation of corrections as content transitions from manuscript to final format.

## **Correctness of Presentation: Grammar, Usage, Editorial Conventions, and Expression**

As a provider of educational materials, HMH has a duty to provide content that serves as models of correctness. It is a basic yet critical responsibility to present students and educators with correct grammar, usage, editorial conventions, expression, spelling, and punctuation. Therefore, HMH uses rigorous methods to ensure that content meets the highest standards. Multiple copyediting reviews and proofreading reviews are included in every workflow.

## **Best-Quality Production: Proofreading and Proof Review**

At HMH, a project in development undergoes a series of reviews. Experts in the subject matter; grammar and usage; digital engineering; fact-checking and answer-checking; artwork and multimedia; culture, equity, and inclusivity; and production meticulously review the content and make necessary revisions. Just before a product is sent for printing or digital finalization, proofs are examined for mechanical errors that might have arisen during the consecutive stages of production. This includes a final review of the printer's proofs that will be placed onto the press or a review of the digital content that is waiting to go live.

## **The Goal of Zero Errors: Errata Reports**

HMH's goal is for all digital and print content to be entirely free of errors. It is an ongoing mission to meet this goal, and we at HMH diligently and continuously apply the skills and attention to detail required for the pursuit. HMH's processes ensure that there are strict expectations and an unwavering focus on producing error-free content.

After the release of the initial digital version/initial printing of a product, the editing team performs a final examination of the content to identify and correct remaining errors and make changes related to compliance or pedagogy. Errors are listed individually with their corrections on errata sheets and submitted to the program and editorial teams' decision-makers. The revisions appear in subsequent releases and printings.

## **Editorial Consensus**

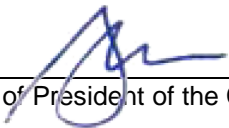
To reach consensus, editorial team members discuss the content in question, conduct further research (both pedagogical and content-related) using multiple authoritative resources, and collaborate to reach a resolution.

## ***Publisher's Agreement***

The Publisher agrees to the following:

1. After submission of a Resource to APS for consideration in the Resource approval process, the Publisher will promptly inform APS in writing of any changes made in the Resource prior to its approval by the School Board.
2. If any factual or editing errors are identified in a Publisher's Resource following its approval by the School Board, the Publisher will submit a corrective action plan to APS within 30 days of being notified by APS of the errors. Each corrective action plan must be tailored to the materiality of the errors identified and must be implemented in the manner most conducive to and least disruptive of student learning. Corrective action plans may include, but are not limited to: a) corrections upon reprinting of the resource; b) corrective edits to an online resource; c) electronic errata sheets posted on the Publisher's and APS's Web sites; d) print errata sheets provided to schools for insertion into Resources; e) replacement books; and f) return of the Resource and refund of any payment made for the Resource. Upon approval of the corrective action plan, the Publisher will implement the plan at the Publisher's expense.
3. If, upon being notified by APS of factual or editing errors in an approved resource, the Publisher disputes that the Resource contains such errors, the Publisher must submit a written explanation of its position to APS within 30 days of receiving notice from APS of the error. Upon request, the Publisher may meet with APS. The School Board reserves to itself the right to make a final determination of whether the Resource contains a factual or editing error. If the School Board determines that the resource contains such an error, the Publisher will submit a corrective action plan to APS within 15 days after receiving notice of the School Board's determination.
4. If numerous and/or significant errors are identified in a resource on the School Board's approved list, the School Board may, in its sole discretion, withdraw the Resource from the approved list. The School Board must notify the Publisher in writing before it removes its Resource from the approved list. The Publisher will have 30 days to respond in writing and the right to meet with APS before removal. A "significant error" is a factual or editing error that the School Board or Department of Education determines within the context of the intended use of the resource will substantially interfere with student learning. A change in knowledge that occurs subsequent to publication shall not constitute a significant error.
5. If the Publisher makes updates/revisions to Resources after they have been approved by the School Board, the Publisher will ensure that the updated/revised material has been vetted through the same quality assurance process for accuracy and editing outlined in the signed certification. The Publisher will notify APS and any school division that has purchased this material of the updates/revisions that have been made.

Please check here if this submission includes an attachment that outlines if and how duplicate versions (print or digital) of primary materials vary. (Item #3 in the certification)

  
\_\_\_\_\_  
(Signature of President of the Company or Designee)

February 25, 2022

\_\_\_\_\_  
(Date)

Shawn Weirather, Senior Director, HMH Proposals  
(Name and Title of Person Signing)