

BOARD AGENDA ITEM

June 28, 2016

SUBJECT:

Expansion of Read 180 and System 44 Reading Interventions

BACKGROUND INFORMATION:

At its December 8, 2015 meeting, the School Board approved the purchase of Read 180 and System 44 with the District paying in installments over three fiscal years. The Administration requests that consideration be given to purchasing additional licenses, including licenses for instruction of special needs students.

ADMINISTRATIVE CONSIDERATION:

The initial implementation targeted elementary and middle schools. While special education students are served, the primary focus was on general education. With needs determined through formative assessment, including the Reading Inventory, and Read to Succeed's emphasis on all students, we are seeking to expand the implementation of Read 180 and System 44 in high schools and extend it into special education at all levels. This expanded implementation will assure consistency in the delivery of intervention for students throughout the district and address gaps that exist between general and special education.

The original purchase price totaled \$1,875,635 with installments scheduled as shown below. The initial installment utilized one-time funds (2015-16 Path Forward) and available funds earmarked for comprehensive remediation with subsequent installments to be funded with comprehensive remediation and Aid-to-District monies.

Installment 1 – December 2015:	\$600,000 (paid)
Installment 2 – August 2016:	\$600,000
Installment 3 – August 2017:	\$675,635

If approved for expansion, the remaining installments would total \$2,068,622 (compared to \$1,275,635 currently remaining, as shown above) and be scheduled as follows:

Revised installment 2 – June 2016:	\$575,000
Revised installment 3 – August 2016:	\$600,000
Installment 4 – August 2017:	\$510,000
Installment 5 – August 2018:	\$383,622

The June 2016 installment would be funded through EIA and lottery carryover funds that are being flexed to General Fund to meet the June 30, 2016 spending deadline. There

would be no change in the amount of the August 2016 installment. This installment would be funded in combination by IDEA funds, school Title I funds, and General Fund comprehensive remediation monies. The August 2017 installment would be reduced by \$90,000, with plans to fund that installment through a combination of General Fund comprehensive remediation and Aid-to-Districts monies. The final installment would be paid from General Fund comprehensive remediation funds only.

RECOMMENDATION:

Approve the expansion of the Read 180 and System 44 reading interventions with the revised installment agreement and funding plan.

ATTACHMENTS:

Read 180 and System 44 amended proposal

PREPARED BY:

Dr. Sean Alford
King Laurence
M. O. Traxler III



STANDARD PURCHASE AGREEMENT

This Purchase Agreement is by and between Houghton Mifflin Harcourt Publishing Company ("HMH") and Aiken County School District ("School/District").

1. Definitions. As used herein, the following terms have the meaning set forth below:

A. Agreement. This Purchase Agreement, with all appendices, attachments, and exhibits, shall be the only terms and conditions applicable to the purchase of Products and/or subscriptions

B. Product(s). Books and/or subscriptions to software, support services, professional development products, materials and services that may acquire pursuant to this Agreement from HMH for its own use (as listed in the attached proposal Appendix A and incorporated by reference herein).

HMH and the School/District agree that any subscription to software made under this agreement, if any, is for the term(s) listed in Appendix A and its Exhibits. If the School/District wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

HMH and the School/District agree that any software subscribed to under the Agreement, if any, is to be hosted by or through HMH. Any HMH software product the School/District wishes to self-host would be considered a new transaction outside the scope of this Agreement and separate fees are to be negotiated. Self-hosted versions of many of HMH's software products are not available for sale.

No additional purchases of any of the Products (other than in the quantities as listed in Appendix A) are covered by the Agreement. All such additional purchases by the School/District shall be at HMH's then standard applicable price(s).

2. Purchase Authorization. School/District represents and warrants that it has complied with any and all of its own requirements necessary to authorize the execution of all Purchase Agreements with HMH and that the signing party(ies) is/are authorized to sign on behalf of and contractually bind the School/District without condition other than the terms of this Agreement.

3. Purchase/Price/Delivery/Payment.

a. This Agreement is entered into by and between School/District and HMH. School/District agrees to license and/or purchase Products identified on the attached proposal Appendix A, incorporated by reference in this Agreement, in the aggregate amount of Two Million and Sixty-Eight Thousand Six Hundred and Twenty-Two Dollars and Eighteen Cents (\$2,068,622.18.) School/District is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all products and subscriptions. The School/District's billing address is:
Aiken County School District
1000 Brookhaven Dr.
Aiken, SC 29803

b. The School/District hereunder shall pay all applicable local sales and use taxes and/or duties due on purchases. Proof of sales tax exempt status must be on file with HMH for any order to be treated as a sales tax exempt transaction. If applicable, the School/District's Tax Exemption Certificate Number: _____. Confirming copy of evidence of such status is attached hereto.

c. Payment terms under this Agreement are set out in Appendix B of this agreement. Invoices unpaid after Thirty (30) days from the payment dates in Appendix B shall accrue interest at a rate of 1.5% per month until paid. HMH shall have the right to suspend any service or product rights under until such time as all outstanding and overdue invoices are paid in full. HMH reserves the right to seek reimbursement for the costs of collection and attorneys fees in connection with overdue and unpaid invoices.

d. All payments to HMH should be sent to the following:

Mailed to:



HMH Receivables Co LLC 14046
Collections Center Drive
Chicago, IL 60693

or via overnight courier to:

Bank of America Lockbox Services
14046 Collections Center Drive
Chicago, IL 60693

4. Limited Warranty; Disclaimers.

Warranties for all Products purchased under this Agreement shall be provided "as is". HMH makes no other warranties with respect to the Products, either express or implied. HMH provides no representations or warranties that the School/District hardware or software environments and their configuration are compatible or suitable for the operation of HMH Products in the School/District setting. HMH specifically and expressly disclaims any and all other warranties, including but not limited to the implied warranties of merchantability or fitness for a particular purpose or that any services provided hereunder shall be uninterrupted or error-free.

5. HMH Intellectual Property Rights;

Confidentiality. The intellectual property contained in the HMH Products is considered "Confidential and/or Proprietary Information" to HMH and are protected by copyright and other intellectual property rights. School/District, as an end user, is authorized to use HMH Products subject to the applicable trademark, copyright and other intellectual property, federal and state laws of the U.S.

6. Indemnification. To the extent allowed by law and subject to the right of School/District to raise the deferral of sovereign governmental or qualified immunity against 3rd party claims. School/District agrees to indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach or this Agreement or from improper or unauthorized use, distribution and operation of the HMH Products.

7. Limitation of Liability. HMH SHALL NOT BE LIABLE TO SCHOOL/DISTRICT FOR ANY UNAUTHORIZED USE OF THE DIGITAL

PRODUCTS, OTHER PRODUCTS OR ANY SERVICES FOR ANY PURPOSES OTHER THAN AS DESCRIBED IN THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY SCHOOL/DISTRICT DURING THE MOST RECENT TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT.

8. Term of Agreement. The terms in the attached proposal in Appendix A and Appendix B will govern the term of this Agreement and the scope of the license and use of Products.

9. Assignment. School/District shall not assign or otherwise transfer its rights or delegate its obligations hereunder without HMH's prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void. HMH may freely assign this Agreement, including any of the obligations and rights to payment set forth herein. Neither party shall have any right of set off in connection with rights and obligations associated with this Agreement.

10. Termination of Agreement. (a) HMH may terminate this Agreement with respect to another party or parties for uncured material breach by the other party or parties (in which case the Agreement will remain in effect with respect to HMH and the non-breaching parties through the remainder of the Term). In addition, any District may terminate this Agreement with respect to itself for uncured material breach by HMH of HMH's obligations hereunder to that District (in which case the Agreement will remain in effect with respect to HMH and any other parties not seeking termination of their rights and duties hereunder). To terminate the Agreement with respect to a breaching party, the non-breaching party shall provide written notice of breach to the breaching party, specifying in detail the breach itself and the grounds for such breach. The

breaching party shall have sixty (60) days from receipt of the notification to cure said breach. Failure to make payments on invoices due shall constitute material breach of this Agreement. In the event the breach is not cured, the non-breaching party shall give the breaching party formal notification of termination of this Agreement. Upon said notice the due date of all invoices shall be accelerated such that they become due and payable as of the date of termination. The provisions of Sections 5 through 16, shall survive termination of this Agreement.

(b) In addition, any District may terminate this Agreement after the first anniversary of the Effective Date, to take effect at the end of its then-current fiscal operating year, if the District does not receive budget approval from its governing authority in sufficient amounts to pay the next fiscal year's fees set forth in the District's Payment Plan. In the event of termination under this subsection, the District shall notify HMH promptly in writing upon denial of its budget request for such fees.

(c) In the event of an early termination or non-renewal of this Agreement prior to the end of the Term of this Agreement, HMH shall retain all fees previously paid HMH hereunder, the license to the Products shall terminate effective as of the date of non-renewal or early termination with respect to the terminated District, and each terminated District shall promptly cease using the Products and return or destroy all files thereof to HMH. Upon HMH request, an officer of the District will provide written certification of the District's compliance with the foregoing provisions. HMH shall have no liability to a District or any third party in connection with any termination or suspension for breach of this Agreement.

In addition, each District shall pay HMH for all services delivered by HMH, but unpaid to HMH prior to the termination date.

11. Force Majeure. Except for School/District's payment obligations under this Agreement, no party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government

restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, a party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the State of South Carolina without regard to its conflicts of laws provisions. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a local, state or federal court of competent jurisdiction in South Carolina.

13. Notices. All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to HMH:
Houghton Mifflin Harcourt
Attn: Lisa Jacobson
222 Berkeley St.
Boston, MA 02116

If to School/District:
Attn: Mr. Sean Alford
Aiken County School District
1000 Brookhaven Dr.
Aiken, SC 29803

14. Miscellaneous. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in force and in effect and be construed so as to best effectuate the intention of the parties upon execution. The paragraph headings contained herein are for reference only. The waiver of one default shall not waive subsequent defaults of the same or different kind.



15. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. The School/District agrees that such export control laws govern its use of the Services (including technical data) and any Services deliverables provided under this Agreement, and the School/District agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The School/District agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

16. Entire Agreement. This Agreement, including other agreements and documents incorporated herein by reference, constitute the entire understanding and agreement between HMH and School/District with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings, negotiations and communications between the parties pertaining thereto. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of HMH and School/District. Specifically, any contrary, inconsistent, or

additional terms incorporated in any other documents will be of no force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

School/District:

Signature: _____

Print Name: _____

Title: _____

Effective Date: _____

Houghton Mifflin Harcourt Company

Signature: _____

Print Name: Lisa Jacobson

Title: Dir. Finance, Business Desk

Effective Date: _____

Schedule 1

Price Summary

The following table summarizes products and services HMH is providing under this Purchase Agreement.

Schedule 1 to Enterprise Solutions Agreement		
Appendix	Description	Purchase Price
Appendix A – Exhibit 1	Read 180	
Appendix A – Exhibit 1	Math Inventory	
Total		\$2,068,622.18

*To be paid in accordance with the deferred payment schedule



Schedule 2

Price Summary

Payments shall be made in accordance with the terms and conditions of the Agreement. Payments shall be due & payable as follows:

\$575,000.00 To be paid upon signature of the contract by June 30, 2016

\$600,000.00 To be paid no later than August 30, 2016

\$510,000.00 To be paid no later than August 30, 2017

\$383,622.18 To be paid no later than July 30, 2018



June 21, 2016

Mr. Sean Alford
Aiken County School District
1000 Brookhaven Dr
Aiken, SC 29803

Dear Mr. Alford:

On behalf of Houghton Mifflin Harcourt (HMH), I am pleased to confirm approval of deferred payments to Aiken County School District for the following products:

- ISG Read 180
- ISG Math Inventory

\$575,000.00 to be paid upon signature of the contract by June 30, 2016

\$600,000.00 to be paid no later than August 30, 2016

\$510,000.00 to be paid no later than August 30, 2017

\$383,622.18 to be paid no later than July 30, 2018

Include a copy of this letter with your purchase order. No returns, substitutions, or cancellations are allowed. All purchase orders related to this offer must be submitted at the same time. **Purchase orders must be submitted for the entire amount of the purchase.** If you are unable to issue a purchase order for the full order amount, a purchase agreement is required. Please contact your Account Executive should you need a purchase agreement. This offer is valid through 7/30/2016.

Should you have any questions regarding this response, please feel free to contact the following HMH professional:

- **Odeil Taylor** Account Executive, at 770.342.8564, or via email at odeil.taylor@hnhco.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andrew Whitelocks".

Andrew Whitelocks
Senior Director – Finance
Houghton Mifflin Harcourt

PRODUCT AND SERVICES AGREEMENT

This Agreement (the "Agreement") dated as of November 20, 2015 (the "Effective Date"), between Houghton Mifflin Harcourt Publishing Company, a Massachusetts corporation located at 222 Berkeley Street, Boston, Massachusetts 02116 ("HMH") and Aiken County School District located at 1000 Brookhaven Dr., Aiken, South Carolina 29803 (the "District") (together, the "parties").

WHEREAS, the District desires to purchase certain software as more fully detailed in the attached proposal hereto as Exhibit A (collectively, the "Program"), and/or related services as described in Exhibit A (collectively, the "Services"); and

WHEREAS, HMH desires to license the Program to the District, and perform the Services, in consideration for the Fees;

NOW THEREFORE, the Parties hereby agree as follows:

1. **Program and Services.** (i) Subject to the payment of the Fees (as defined herein), HMH (a) shall provide the training and support services as set forth in Exhibit A (the "Services") and (b) hereby grants to the District a limited, nonexclusive license to use the Program for its own non-commercial use, in machine-readable, object code form only. The license of each Program is further governed by each Program's end user license agreement ("EULA").

(ii) The Services are provided on the basis of an eight (8) hour day. Any cancellations or rescheduling of Services must be done with no less than five (5) business days' notice, or the District will be charged for the cancelled day. Unless otherwise agreed upon in writing, all services must be delivered within twenty-four (24) months of purchase.

2. **Fees.** The District agrees to pay for the Services and the licenses to the Program a total purchase price of One Million Eight Hundred Seventy Five Thousand Six Hundred Thirty Five Dollars (\$1,875,635.00) as set forth in Exhibit A (the "Fees").

The District shall be invoiced for the total Fees following execution of this Agreement. It is agreed that the District shall pay the Fees as follows:

- Payment #1 in the amount of Six Hundred Thousand Dollars (\$600,000.00) – to be paid no later than sixty (60) days following invoice in December 2015.
- Payment #2 in the amount of Six Hundred Thousand Dollars (\$600,000.00) – to be paid no later than August 12, 2016.
- Payment #3 in the amount of Six Hundred Seven Thousand, Six Hundred Thirty Five Dollars (\$675,635.00) – to be paid no later than August 11, 2017.

If such payments are not made by the dates set forth above, HMH may terminate this Agreement if payment is not made within sixty (60) days of prior written notice by HMH of such failure to pay. The Program is shipped FOB shipping point.

The District agrees that by executing this Agreement, it is representing that this is a legal and binding obligation of the District until fully discharged. Failure to remit any payments as set forth herein shall result in HMH exercising all rights available to obtain full payment.

3. **Term.** With respect to the Program, the term of this Agreement shall be consistent with the terms specified in the EULAs included in the Program. With respect to the Services specified in Paragraph 1 above, the term shall be from the Effective Date through August 31, 2017.

4. **Waiver.** (i) The failure of either party at any time to require performance by the other of any provision of this Agreement will in no way affect the full right to require such performance at any time thereafter. Nor will the waiver by either party of a breach of any provision hereof be construed as a waiver of any succeeding breach of that provision.

5. **Notices.** All notices hereunder will be in writing and will be effective upon delivery, upon deposit in the U.S. Mail if sent by certified or registered mail, return receipt requested, with proper postage affixed, or sent by overnight courier and, if sent to District, at the address in the first paragraph of this Agreement. If notice is to HMH, at the address specified below:

Houghton Mifflin Harcourt Publishing Company
524 Broadway
New York, NY 10012
Attention: President, Intervention Solutions Group

With a copy to:
Houghton Mifflin Harcourt Publishing Company
524 Broadway
New York, NY 10012
Attention: Vice President and Senior Counsel

6. **Intellectual Property Rights.** The District acknowledges and agrees that all right, title, and interest in and to the Program and the Services, including associated intellectual property rights, are and shall remain with HMH and/or its licensors. The District agrees that the Program and any additional material that may be created pursuant to this Agreement is the exclusive property of HMH and all right, title and interest therein, including all intellectual property rights such as copyright, shall automatically vest in HMH. For the avoidance of doubt, the term "Program" includes all accompanying materials and documentation, and all training and other written materials provided in connection with the Services. The Program, if it includes software and is a seat license, may be installed on the number of servers and workstations required to support the number of licensed seats purchased with the Program. The District agrees that it shall not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this Agreement. The District shall not disassemble, decompile, reverse engineer, or create derivative works from the Program.

7. **Assignment.** The District shall not assign or transfer this Agreement to any person, firm, corporation, or any other entity, without the prior written consent of HMH.
8. **Third Parties.** Nothing in this Agreement, express or implied, is intended or will be construed to confer upon or give to any person, firm, corporation or any other entity other than the parties hereto any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, all of which will be for the sole and exclusive benefit of the parties hereto.
9. **Headings and Survival.** The headings of the paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, are of no binding effect, and in no respect define, limit or describe the scope of this Agreement or the intent of any paragraph herein. Sections 2 and 6-8 shall survive termination or expiration of this Agreement.
10. **Relationship of the Parties.** It is acknowledged and agreed that each party is a separately established entity, and that no party is the partner or legal representative of the other, nor does any party have the authority to bind the others to any legal obligation.
11. **Termination.** This Agreement may be terminated by HMH at any time upon breach or alleged breach of any material term or provision of this Agreement by the District which is not cured within thirty (30) days after written notice of such breach or alleged breach is given. Upon termination the total of \$1,875,635.00 shall immediately become due and shall be promptly paid by the District.
12. **Full Agreement.** This Agreement, together with the EULA provided with the Program, and the Hosting Services Terms and Conditions accepted by the District in connection with any hosting services it may purchase, constitutes the entire understanding and agreement between the parties concerning the subject matter herein, and supersedes all prior agreements or representations, oral or written. In the event any provision of any EULA, the Hosting Services Terms and Conditions and this Agreement conflict, this Agreement shall govern with respect to such provision. No amendment or modification of this Agreement will be effective unless in writing and signed by both parties, with the exception of any EULAs or the Hosting Services Terms and Conditions provided with the Program or any updates to the Program.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard for its choice of law principles. The parties agree to submit to the exclusive jurisdiction of the courts in the State of New York for any disputes or claims arising from or in connection with this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first written above.

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

By: 

Printed Name: Andrew Matorin

Title: SVP Corporate Development

AIKEN COUNTY SCHOOL DISTRICT

By: 

Printed Name: Rosemary English

Title: Board Chairperson

EXHIBIT A

Services and Program Description and Fees

hmhco.com



Houghton Mifflin Harcourt

Alken County School District Houghton Mifflin Harcourt's Intervention Solutions for Literacy Servicing 2,945 Below Proficient Students

AN OVERVIEW OF SOLUTIONS

SYSTEM 44 NEXT GENERATION – RECOMMENDED FOR TIER 3 BELOW-PROFICIENT STUDENTS

System 44 Next Generation is a foundational reading program designed for the *most* challenged readers in Grades 3–12. The program is proven to help students master the foundational reading skills required for success with the new standards, college, and career through explicit instruction in phonics, comprehension, and writing, using a personalized learning progression driven by technology.

READ 180 NEXT GENERATION – RECOMMENDED FOR TIER 2 BELOW-PROFICIENT STUDENTS

READ 180 Next Generation is a comprehensive system of curriculum, instruction, assessment, and professional development proven to raise reading achievement for struggling readers in Grades 4–12. Originally developed by Dr. Ted Hasselbring and his team at Vanderbilt University, *READ 180* is now the most thoroughly researched reading intervention program being used today. Hundreds of studies, five peer-reviewed journals, and the federal government's What Works Clearinghouse have all documented *READ 180*'s effectiveness.

HOUGHTON MIFFLIN HARCOURT INTERVENTION SOLUTIONS PARTNERSHIP PLAN

Houghton Mifflin Harcourt believes that a solid literacy foundation for all students is a critical "gateway" to further reforms. It is not enough to know change is needed and identify concerns and deficiencies. It is not enough to offer general ideas that apply to non-related curricula and assessments. The unique and powerful approach offered by this proposal is the recommendation of specific literacy intervention programs that interface with other assessment, professional development, and overall philosophy around school reform and student improvement.

School leaders focused on turning around the lives of struggling students and schools know that effective implementation is critical to the success of any program. Studies show that fidelity of implementation makes the difference between modest gains and remarkable success.

Houghton Mifflin Harcourt Commitments

1. Collaborate with district staff to coordinate implementation planning and support.
2. Recommend criteria for placing appropriate students and teachers in *READ 180* and *System 44* classrooms.
3. Assess school and district needs to ensure that the appropriate amount of material is ordered and delivered.
4. Provide a pre-installation Technical Audit to ensure that the necessary hardware and peripherals are in place at each school site and in each classroom to maximize the effectiveness of *READ 180* and *System 44*.
5. Arrange for inside delivery of all materials.
6. Conduct three full days of implementation training as part of a Next Generation investment.
7. Conduct monthly teacher and administrator coaching engagements and opportunities for ongoing professional development and support.
8. Maintain an informative and helpful website for *READ 180* and *System 44* teachers and administrators.
9. Offer a variety of technical support plans to support each building's implementation.

Recommendations for Alken County School District

1. Commit to a schedule that adheres to the proven instructional model including 90 minutes of *READ 180 Next Generation* instruction and 60 minutes of *System 44 Next Generation* instruction.
2. Select students and teachers based on the recommended criteria for *READ 180* and *System 44*.
3. Meet system requirements for each *READ 180* and *System 44* classroom.
4. Provide a time and place for the *READ 180* and *System 44* implementation training meetings.
5. Require *READ 180* and *System 44* teachers to attend the implementation training meetings.
6. Administer the SRI assessment throughout the school year (4–5 times per year) to monitor progress and assess the effectiveness of the programs.

Houghton Mifflin Harcourt™ is a trademark of Houghton Mifflin Harcourt Publishing Company.



**Alken County School District
HMH Intervention Solutions Group's Intervention Solutions for Literacy
Servicing 2,945 Below Proficient Students**

INVESTMENT SUMMARY

We are pleased to share the investment summary for Alken County School District's *Literacy Improvement Plan* servicing 2,945 below-proficient students. The materials and services listed below are included in the intervention treatment proposal necessary to build sustainable literacy achievement.

INSTRUCTIONAL MATERIALS

- (20) *READ 180 Next Generation* Grades 4-6 Classrooms – Complete Elementary package
- (8) *READ 180 Next Generation* Grades 6-8 Classrooms – Complete Middle School package
- (8) *READ 180 Next Generation* Grades 9-12 Classrooms – Complete High School package
- (20) *System 44 Next Generation* Grades 3-5 Classrooms – Complete Upper Elementary package
- (10) *System 44 Next Generation* Grades 6-8 Classrooms – Complete Secondary package

Note: All student licenses are lifetime licenses.

PROFESSIONAL SERVICES TO SUPPORT INITIAL IMPLEMENTATION AND ON-GOING HEALTH

We strongly believe that a combination of clearly communicated goals, a positive learning environment, consistent purposeful feedback, administrative support, continued professional development, and focused data analysis will strengthen the district's implementation of *READ 180* and *System 44*. A professional development plan including initial teacher and leadership training, on-going personalized coaching support, and a Common Core seminar series are also included.

Experienced consultants will provide regular one-on-one, in-classroom support throughout the year to ensure successful implementation of intervention materials. The Houghton Mifflin Harcourt In-Classroom Support framework focuses on four key areas of implementation: Fidelity to Model, Classroom Management, Instruction, and Progress Monitoring.

The Houghton Mifflin Harcourt consultant will:

- Observe and assess implementation, management, instruction, and assessment practices.
- Assist teachers with goal-setting to improve challenge areas.
- Develop an action plan for support (including classroom demonstrations, co-planning, co-teaching, assistance with data collection and analysis, providing targeted resources, opportunities for debriefing and discussion).
- Continuously assess, monitor, and set new goals based on success toward standards.

TECHNOLOGY SUPPORT AND SERVICES

Qualified technical support specialists and field implementation managers provide support and maintenance to ensure *READ 180* and *System 44* work efficiently. **Hosting Services** included in this proposal eliminates the need to purchase or maintain servers to use our programs. Hosting allows the district to put the primary focus on the success of students.

Included with Hosting Services:

Digital Training Zone: Provides educators with "on demand" access to valuable training and implementation resources, including a Digital Training & Resource Library, live webinars, and exclusive author events via the Internet.

Software Maintenance Releases: Ensures that schools have the latest features and fixes as they become available.

On-site Service: When the need arises, a qualified technician is available to troubleshoot identified software issues.

- ✓ Materials and lifetime licenses for 2,945 below proficient students
- ✓ 88 complete teaching systems to establish *READ 180* and *System 44* classrooms
- ✓ Technical support including a hosting service for all licenses
- ✓ 305 coaching visits for 2016-2017 and 2017-2018
- ✓ Professional development via monthly engagements to protect initial investment and ensure success

Investment total cost of: \$1,875,635

NOTICE REGARDING CHANGE OF OWNERSHIP: The programs and services included within this proposal were formerly under Scholastic Education and Technology Services, a business unit of Scholastic Corporation, acquired by Houghton Mifflin Harcourt™ on May 20, 2015. The acquisition included the transfer of the entire Scholastic Education Technology and Services division, its management and staff, and the proven-effective intervention solutions and services portfolio. Scholastic National Service Organization in Jefferson City, MO is continuing to provide services related to order entry, shipping, invoicing, customer service and payment processing. You will be notified in the future when Houghton Mifflin Harcourt takes responsibility for those processes.

Houghton Mifflin Harcourt™ is a trademark of Houghton Mifflin Harcourt Publishing Company.



PRICE QUOTATION

Houghton Mifflin Harcourt Intervention Solutions - 255 38th St. Suite L - St. Charles IL 60174 Phone: 877.234.7323 Fax: 800-724-4716

Submitted to:	Submitted by:	Date: 6/15/2016
Aiken County School District	Odell Taylor Account Executive Intervention Solutions Group 770.342.8564 Odell.Taylor@hnhco.com	

Description or Title	ISBN #	List Unit Price	Applicable Discount	Final Unit Price	QTY	Extended Total
Math Inventory						
Math Inventory Software District License (includes 2,500 student licenses)	529861	\$25,000.00	\$0.00	\$25,000.00	3	\$75,000.00
Math Inventory Training						
Math Inventory & Quantile Full-Day Implementation Training (up to 20 participants)	522314	\$2,950.00	\$0.00	\$2,950.00	1	\$2,950.00
Math Inventory In-Classroom Support and Training	539872	\$2,650.00	\$200.00	\$2,450.00	10	\$24,500.00
Prices are valid for 90 days.			Discount Total	\$2,000.00	Subtotal	\$102,450.00
No Shipping approved by Jan Richards					Shipping/Handling	\$0.00
Please add sales tax, if applicable.					Sales Tax	\$0.00
					TOTAL	\$102,450.00

Greendale -
 Langley-Bath-Clearwater Middle -
 Leavelle McCampbell Middle -
 Ridge Spring Monetta Middle/ High
 Aiken Elementary
 Belvedere Elementary
 Busbee Corbett Elem/Mid
 Chukker Creek Elementary
 Clearwater Elementary
 Hammond Hill Elementary
 JD Lever Elementary
 Millbrook Elementary
 Mossy Creek Elementary
 North Augusta Elementary
 Ridge Spring Monetta Elementary
 Warrentville Elementary
 Aiken Middle
 New Ellenton Middle
 Paul Knox Middle

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PRICE QUOTATION

Houghton Mifflin Harcourt Intervention Solutions - 255 38th St. Suite L - St. Charles IL 60174 Phone: 877.234.7323 Fax: 800-724-4716

Submitted to:	Submitted by:	Date: 6/15/2016
Aiken County School District	Odell Taylor Account Executive Intervention Solutions Group	
	770.342.8564 Odell.Taylor@hmhco.com	

Description or Title	ISBN #	List Unit Price	Applicable Discount	Final Unit Price	QTY	Extended Total
System 44 NG						
System 44 Mix Model Stage B Bundle Class Size 12-18: 90 license bundle (18 student class model) Includes 1 set of classroom materials (Teaching System, Installation Software, Paperback and Audiobook Library, SAM, Word Building Kits) with 90 44 Books, 90 eBooks, 90 Decodable Digests, 90 student licenses, 270 SPI licenses	582219	\$75,265.00	\$25,270.00	\$49,995.00	1	\$49,995.00
System 44 NG - for use with READ 180 Stage B, 20 Licenses (New customer discount valid through 5/31/16)	556550	\$22,000.00	\$4,400.00	\$17,600.00	1	\$17,600.00
System 44 Next Generation for Use With R180 Stage B Additional Licenses - 10 Student Licenses - No Print Materials	579371	\$6,165.00	\$616.50	\$5,548.50	1	\$5,548.50
System 44 Next Generation Additional Classroom Pack, For Use With R180 Stage B - Includes Complete Stage B Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title), Word Building Kit (4)	558207	\$5,200.00	\$520.00	\$4,680.00	3	\$14,040.00
System 44 Mix Model Stage C Bundle Class Size 12-18: 90 license bundle (18 student class model) Includes 1 set of classroom materials (Teaching System, Installation Software, Paperback and Audiobook Library, SAM, Word Building Kits) with 90 44 Books, 90 eBooks, 90 Decodable Digests, 90 student licenses, 270 SPI licenses	582222	\$75,265.00	\$25,270.00	\$49,995.00	1	\$49,995.00
System 44 Next Generation Additional Classroom Pack, For Use With R180 Stage C - Includes Complete Stage C Teaching System, Complete Secondary Paperback and Audiobook Library (56 titles, 5 copies of each title), Word Building Kit (4)	558208	\$5,200.00	\$520.00	\$4,680.00	3	\$14,040.00
In-Person Seminar: Deepening Close Reading and Text-Based Questioning in READ 180 (up to 20 participants, half day) Volume discounts may apply.	556020	\$2,950.00	\$0.00	\$2,950.00	2	\$5,900.00
READ 180 NG						
READ 180 Stage B - 45 Minute Flexible Model Bundle: 120 license bundle (24 student class model) Includes 1 set of classroom materials (Teaching System, Paperback Collection, Audiobook Collection, Topic Software, SAM, QuickStart Kit) with 120 eBooks, 120 student licenses.	580281	\$87,155.00	\$27,160.00	\$59,995.00	1	\$59,995.00
READ 180 Next Generation Stage B, Additional Classroom Package (includes QuickStart Kit, Teaching System, Paperback Collection, and Audiobook Collection - does not include eBooks)	536672	\$8,300.00	\$830.00	\$7,470.00	4	\$29,880.00
READ 180 Stage C - 45 Minute Flexible Model Bundle: 135 license bundle (27 student class model) Includes 1 set of classroom materials (Teaching System, Paperback Collection, Audiobook Collection, Topic Software, SAM, QuickStart Kit) with 135 eBooks, 135 student licenses.		\$98,369.00	\$33,374.00	\$64,995.00	4	\$259,980.00

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Description or Title	ISBN #	List Unit Price	Applicable Discount	Final Unit Price	QTY	Extended Total
	580285					
READ 180 Next Generation Stage C Add-on Licenses: 60-License Bundle	538119	\$33,000.00	\$3,300.00	\$29,700.00	6	\$178,200.00
READ 180 Next Generation Stage C Add-on Licenses: 30-License Bundle	538118	\$19,290.00	\$1,929.00	\$17,361.00	1	\$17,361.00
READ 180 Next Generation Stage C eBook Pack (15 copies of the Student eBook)	536997	\$449.25	\$44.93	\$404.32	24	\$9,703.68
		Discount Total	\$245,459.82	Subtotal		\$712,238.18
				Shipping/Handling		\$0.00
				Sales Tax		\$0.00
				TOTAL		\$712,238.18

Prices are valid for 90 days.

10% discount on additional class packs and licenses approved by Anita Sprayberry

No Shipping approved by Jan Richards

Please add sales tax, if applicable.

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