

# DETROIT PUBLIC SCHOOLS

The Board of Education of the City of Detroit  
Department of Contracting & Procurement  
Fisher Building 10<sup>th</sup> Floor  
3011 W. Grand Blvd  
Detroit, MI 48202

Section A  
Contract



1. Contract No.: 10-0198-2

2. ITB/RFP No.: 10-0198-2

3. Contract Title: Managed Instruction  
Program – Reading and Mathematics

4. Contract Amount:

\$39,959,825.00 NTE

5. Contract Term :

August 31, 2009 through December 31,  
2010

6. Contractor Name: Houghton Mifflin Harcourt

Address: 222 Berkeley Street

City/State/Zip: Boston, Massachusetts 02116

Contact: John Winkler Telephone: (315) 491-7528 Fax:

7. Contract Description:

See attached purchase agreement and attachments A, B, and C

8. Signature of Authorized Contractor Representative:

(SEE ATTACHED)

Print Name:

Date Signed

Title:

9. Signature of DPS Financial Manager:

Print Name: Robert C. Bobb

9/3/09

Date Signed

Title: Emergency Financial Manager



# HOUGHTON MIFFLIN HARCOURT

## STANDARD PURCHASE AGREEMENT

This Purchase Agreement, effective as of the Effective Date set forth below, is by and between Houghton Mifflin Harcourt Publishing Company ("HMH") and The School District of the City of Detroit ("School/District").

1. **DEFINITIONS.** As used herein, the following terms have the meaning and effect as set forth below:

A. **Agreement.** This Purchase Agreement, with all attachments and exhibits, as well as the District's Purchase Order (as defined below) shall be the only terms and conditions applicable to the purchase of licenses for the Houghton Mifflin Harcourt, including its Learning Technology division ("HMH" or "HMHLT") Digital Products (as defined below) and/or subscriptions, and the purchase of HMH Products (as defined below). To the extent applicable, upon license and purchase of software hereunder, HMH grants to School/District a perpetual, nonexclusive, nontransferable, limited right and license right to use the software, subject to all of the terms and conditions of this Agreement, and the District's Purchase Order (as defined below).

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

C. **HMH Products.** HMH print content and other instructional materials and content, as well as professional development services (as listed in the attached Exhibit A and incorporated herein by reference).

D. **Purchase Order.** Promptly following receipt of ARRA (American Recovery and Reinvestment Act) funding and subject to the execution of this Agreement, a purchase order ("Purchase Order") issued by the District to HMH covering all HMHLT Digital Products and all HMH Products as listed in this Purchase Agreement and the Exhibits.

2. **PURCHASE AUTHORIZATION.** Each party represents and warrants that it has complied with any and all of its own requirements necessary to authorize the execution of all Purchase Agreements and Purchase Order(s) and that the signing party(ies) is/are authorized to sign on behalf of and contractually bind the relevant party without condition other than the terms of this Agreement. To ensure timely delivery prior to the start of the academic year, both parties have agreed to commence shipping certain HMH Products prior to the signing of this Agreement.

3. **HMHLT DIGITAL PRODUCT SUPPORT OR TRAINING.** HMH shall provide user support and/or training for HMHLT Digital Products acquired hereunder as set forth in the attached Exhibit B, incorporated herein by reference, and the HMHLT End User License Agreement ("EULA") mutually agreed upon by the parties, as described in Section 8 below.

4. **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 HMHLT Digital Products, HMH Products, and the user support/training, for the aggregate amount of Thirty Nine Million, Nine Hundred and Fifty Nine Thousand Eight Hundred and Twenty Five Dollars (\$39,959,825), subject to HMH's delivery of the products and services in accordance with the schedule attached hereto as Exhibit C, incorporated herein by reference and the submission of proper invoices to the District. School/District is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all products and subscriptions; provided that HMH understands and agrees that the District has relied upon HMH's representations and descriptions set forth in the attached Exhibits and the attached Cost Proposals as to capabilities of the products and services to be provided by HMH. HMH shall make all reasonable and diligent commercial efforts to deliver all HMH Products in a timely manner, provided that the District has timely submitted its Purchase Order(s), and further provided that



such HMH efforts may include without limitation partial delivery or other commercially reasonable methods of delivery (e.g. drop shipments directly from manufacturer) but only in accordance with the prior approval and instructions of the District. All HMHLT Digital Products and all HMH Products are shipped F.O.B. from HMH facilities. Shipping and handling costs are included in the prices set forth in Exhibit C. The School/District's billing address is:

**Detroit Public School District,  
3011 W Grand Blvd., 11th\_Floor  
Detroit, MI, 48202**

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: 38-6019629.

c. Payment terms under this Agreement are as set forth in the District's Purchase Order. Until such time as an outstanding and overdue invoice is paid in full HMH shall have the right to: (a) suspend the service or rights under any license to which the invoice relates, or (b) demand the return of the HMH Product shipped to District but not paid for by District, whether or not District has issued a Purchase Order for such HMH Products. In such event District shall return such HMH Products to HMH's designated shipping facility in accordance with HMH's return instructions and using HMH's pre-approved transportation arrangements, at HMH's expense. HMH reserves the right to seek reimbursement for the costs of collection and reasonable 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 60683

or via overnight courier to:

Bank of America Lockbox Services

14046 Collections Center Drive  
Chicago, IL 60693

5. **LIMITED WARRANTY; DISCLAIMERS.** Warranties for all HMHLT Digital Products purchased under this Agreement shall be provided as referenced in Exhibit B, the agreed upon EULA, and as provided in the documentation to the HMHLT Digital Products. HMH makes no other warranties with respect to the HMHLT Digital Products, either express or implied. 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.

6. **HMH INTELLECTUAL PROPERTY RIGHTS; CONFIDENTIALITY.** The intellectual property contained in the HMHLT Digital Products is considered "Confidential and/or Proprietary Information" to HMH and may contain valuable trade secrets and are protected by copyright and other intellectual property rights. School/District, as an end user, is authorized to use HMHLT Digital Products subject to the agreed upon HMHLT EULA and the applicable trademark, copyright and other intellectual property, federal and state laws of the U.S. HMH agrees to indemnify, defend and hold harmless the District for any liability, costs and expense incurred by the District (including reasonable attorneys' fees) as a result of any HMH Product or HMH Service which infringes on the intellectual property rights of any third party. "Confidential and Proprietary Information" shall include the source and object code, trade secrets, methodologies, implementation processes, content and other materials found in the HMHLT Digital Products and all information relating to the District's students. Neither party shall disclose the other's Confidential and Proprietary Information, the contents and terms of this Agreement without permission except that HMH may include the name of the School/District as part of any general press release or other promotional or marketing materials about HMH's business, or where such disclosure is required by law or the District's regulatory authorities. HMH shall provide



School/District with copies of any proposed promotional or marketing materials referencing School/District. Each party's Confidential and Proprietary Information, as well any District information included in the web-based programs shall remain that party's information and HMH shall return the District's information at the expiration or termination of the Agreement.

**7. LIMITATION OF LIABILITY.** HMH shall not be liable to School/District for any unauthorized use of the Software or any services for any purposes other than as described in this Agreement, nor for any damages to computers, communication systems, data or services that may arise as a result of use of HMH's Software or the HMH Digital Products. In no event shall either party be liable for incidental, consequential, indirect or special damages including, without limitation, lost profits or revenue.

**8. TERM OF AGREEMENT.** The HMH EULA and the terms in the attached proposals in Exhibits A and B will govern the term of this Agreement, including the scope of the license and use of HMH Digital Products; provided, however, that the parties will mutually agree on the specific terms and conditions for the EULA, which will be drafted to address an appropriate and customary district wide license.

**9. ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or delegate its obligations hereunder without the prior written consent of the other party. Any attempted assignment, transfer, or delegation without such consent shall be void. Neither party shall have any right of set off in connection with rights and obligations associated with this Agreement.

**10. ENTIRE AGREEMENT.** This Agreement, including other agreements and documents incorporated herein by reference, constitute the entire understanding and agreement between HMH and School/District. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of HMH and School/District.

**11. TERMINATION OF AGREEMENT.**

a. Subject to the other provisions of Section 11, including without limitation the provisions of subsection 11(b), 11(c) and 11(d) of subsection 11(a) below, either party may terminate the applicable specific portion(s) of this Agreement as provided in Exhibit A for uncured material breach. To terminate, the non-breaching party shall provide written notice of breach to the breaching party. The breaching party shall have thirty (30) days from receipt of the notification to cure said breach, except if breach is item (b) or (c) of the following sentence, then the cure period shall be five (5) business days. Material breach shall include (a) the District's failure to make payments on invoices when due, (b) a critical systems down failure (as defined below in subsection 11(d)) of HMH's web-based programs and hosting, for a continuous twenty-four (24) hour period; or (c) failure by HMH to provide the training and professional development in accordance with a mutually agreed upon schedule, or in a professional and work-like manner, provided, however that HMH shall have been deemed to cure such failure to provide training and professional development if HMH promptly reschedules such services upon prior notice from, and in consultation with, the District., or (d) if the HMH Digital Products do not perform as set forth in Exhibit B. In the event the breach is not cured, the non-breaching party shall give the breaching party formal notification of termination of the applicable portion(s) of this Agreement. Upon said notice under sub-section 11(a) the due date of all invoices for services or products delivered prior to termination shall be accelerated such that they become due and payable as of the date of termination. The obligations of Sections 4, 5, 6, 8, 11, 12, 13 and 14 shall survive termination of this agreement.

b. In no event shall any failure under subsections 11 (b), (c) or (d) of subsection 11(a) above constitute a material breach in the event the cause of such failure is the District's computer systems, or the result of an act of God.



c. Any breach by HMH of the provisions of Ex. B shall not be deemed to be a material breach unless HMH shall fail to implement the remedies as provided in Exhibit B as it pertains to digital product.

d. As used herein, a "critical systems down failure" shall mean a catastrophic failure where all or significantly all of the HMHLT Digital Products are unavailable or cause significant systems loss or corruption of data.

**12. GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with the State of Michigan 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 Michigan.

**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 Publishing Company  
Attn: General Counsel  
222 Berkeley Street  
Boston, MA 02116

If to School/District:  
Detroit Public School District  
3011 W Grand Blvd., 11<sup>th</sup> Floor  
Detroit, MI, 48202  
Attn: Chief Contracting Officer

With copy to :  
Detroit Public School District  
3011 W Grand Blvd., 18<sup>th</sup> Floor  
Detroit, MI, 48202  
Attn: General Counsel

**14. COMPLIANCE WITH LAWS.** Each party shall comply with all applicable state and federal laws in executing and performing this Agreement, including, but not limited to provisions relating to criminal background checks and Family Educational Rights and Privacy Act.

**15. REMEDIES.** In the event of a breach, each party shall have the right to pursue all available remedies, including, but not limited to termination of this Agreement, or return of any applicable payments.

**16. 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.

[Signature page follows on next page]



# HOUGHTON MIFFLIN HARCOURT

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

School/District:

Signature: Robert C. Bobb

Print Name: Robert C. Bobb

Title: Emergency Financial Manager

Effective Date: August 31, 2009

Houghton Mifflin Harcourt Publishing Company

Signature: Michael P. Lavelle

Print Name: MICHAEL P. LAVELLE

Title: PRESIDENT

Effective Date: August 31, 2009



**Exhibit A to Purchase Agreement  
For Detroit Public Schools**

Page 1 of 2  
Date 8/31/09

Solutions	Estimated Price
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**LV PLATFORMS with ASSESSMENT AND DESTINATION**

**Enterprise Portal / Curriculum Management**

Learning Village (Perpetual) \$ 4,385,271

*Includes 1 year hosting services and technical support (PD listed under services)*

**Data Analysis, Reporting and Assessment**

Data Director (5 Yr License) \$ 2,058,000

**Interactive Courseware**

Destination Math / Reading & Edmark House (Perpetual License) \$ 8,579,808

**\*\*Total Platforms** \$ **15,023,079**

**SERVICES**

**Overall Project Management** \$ 150,000

**\*\*Learning Technology Integration and Training**

Learning Village Training and Curriculum Integration \$ 1,625,000

*4 Dedicated Project Managers and 1 Dedicated Engineer 180 days plus services*

Destination Training and Integration \$ 450,000

*3 Dedicated Consultants for 180 days plus services*

Data Director Training and Integration \$ 220,000

*2 Dedicated Account Managers/ Consultants 180 Days*

Program Inservice Training \$ -

**Leadership and Teacher Professional Development\*\*** \$ 4,500,000

*Curriculum consulting services*

*Classroom Coaching & Modeling*

*PD Administration & Coaches*

*PD Best Practices Professional Development*

**Total Services** \$ **6,945,000**

**Exhibit A to Purchase Agreement**

**CONTENT**

**Literacy PK-9**

Pre-Kindergarten Program (Literacy and Math)	\$	426,018
StoryTown K-6	\$	9,919,318
Villa Cuentos	\$	712,499
Bridges Strategic Intervention Program 6-9	\$	1,033,170
Gateways Intensive Intervention 7-9	\$	213,133
<b>Sub-Total PK-9 Literacy</b>	<b>\$</b>	<b>12,304,138</b>

Classroom Library K-8	\$	1,537,017
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Writing K-8(Write Source)	\$	1,300,518
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Pre Algebra and Algebra 8	\$	527,923
<b>Sub-Total 8-9 Math</b>	<b>\$</b>	<b>527,923</b>

**Benchmark Assessment Item Banks**

Assess2Know Item Bank (Perpetual License plus 2 years test building)	\$	1,988,400
Assess2Know Item Bank Classroom Item Bank Math and Reading	\$	333,750
	<b>\$</b>	<b>2,322,150</b>

<b>Literacy and Math Sub Total</b>	<b>\$</b>	<b>17,991,746</b>
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	<b>\$</b>	<b>39,959,825</b>
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- \*Good faith estimate based on enrollment data
- \*\*Estimate based on proposed plan
- \*\*\*Estimate: Final components based on student test data

# EXHIBIT B FOR PURCHASE AGREEMENT

EFFECTIVE DATE AUGUST 31, 2009

## A. WEB BASED INSTRUCTIONAL MANAGEMENT PROGRAM FOR UP TO 90,000 STUDENTS.

Houghton Mifflin Harcourt proposes the Learning Village Enterprise solution as the instructional content management program and curriculum mapping solution for Detroit Public Schools.

HMH's Learning Village, a Pre K-12 curriculum management and mapping solution, provides centralized access to:

- Drive student achievement with data-driven instruction
- Deliver standards aligned curriculum and content from multiple providers within your district's instructional framework
- Develop the Learning Community

### **1. Alignment of curriculum materials with managed instructional plans for core and supplemental resources and assessment data.**

Learning Village provides teachers and administrators with access to curriculum maps and pacing guides; best practice unit and lesson plans; district created or purchased learning activities and resources aligned to standards. Learning Village connects online instructional curriculum and meaningful professional development; student assessment tools and reports; and tools for communication and collaboration -- at the point of need.

Learning Village allows educators to effectively integrate these applications through a portal based environment, resulting in significantly increased data-driven instruction and assessment. Teachers can search for content aligned to standards in order to prescribe learning activities based on student benchmark assessment results. Not only does Learning Village identify gaps in student proficiency, it gives the educator a proven instructional strategy for teaching a skill. Learning Village provides intuitive access to the tools and integrated resources that empower teachers and enrich learning.

The HMH's Learning Village solution offers unparalleled and rich opportunities for educators to improve student achievement by effectively implementing data-driven instruction to successfully meet accountability requirements. Through Learning Village, Detroit Public Schools can provide the tools that teachers and administrators need in order to meet the diverse needs of all students.

HMH Learning Village enables teachers and administrators to collaborate on plans of instruction, the delivery and strategies. There are multiple levels of collaboration within HMH Learning Village -- from a simple reviewer providing feedback on lessons, to a jury and peer review which allows for evaluation of curriculum against set standards with meaningful feedback sent to the teachers. Learning Village also supports professional learning communities through discussion forums to easily share learning experiences, best practices, lesson plans and have open discussions around educational issues within a virtual community. This collaboration can be accomplished cross-district versus within the same school, allowing mentoring with curriculum supervisors to take place without the physical constraints of location.

Research from Marzano and Reeves has confirmed that the teacher is the most valuable resource in impacting student achievement. To ensure all instructional practices and resources are successful, districts should build in complete professional development programs to support the initiatives. The partnership program provided by Houghton Mifflin Harcourt is designed to ensure successful implementation, high-quality professional development and, most importantly, student achievement. Our consultants serve as coaches, facilitators and mentors, supporting teachers in the use and deployment of this powerful solution.

**2. Robust system that can act as a portal with other databases and web based systems.**

Learning Village Enterprise solution is the connective tissue between data, resources and instruction all through a central portal. This power provides the district with the ability to:

Key Benefits	Supporting Features
<b>Improve student achievement</b>	<p><b>Data-driven instructional decisions help teachers to improve student achievement.</b></p> <ul style="list-style-type: none"> <li>• Use assessment results to inform instruction and search for and/or link to appropriate curriculum resources based on data analysis</li> <li>• Link to a best practice curriculum aligned to standards</li> <li>• Select instructional content to meet the needs of individuals or intervention groups based on assessment results</li> <li>• Ensure that diverse learning populations such as ELL or students with special needs are being met with resources that are aligned to best practices and standards</li> </ul>
<b>Effective use of district resources</b>	<p><b>Deploying a solution for curriculum mapping and instruction that can be extended to assessment management provides a low total cost of ownership to a district by effectively using existing curricular resources.</b></p> <ul style="list-style-type: none"> <li>• Scalable architecture for applications</li> <li>• Single unified portal to manage standards-aligned resources</li> <li>• Well designed user management and security features</li> <li>• Ease of maintenance</li> </ul>
<b>Equity of instruction</b>	<p><b>By providing equal access to best instructional practices and professional development to all teachers, aligned to standards, the district can close the achievement gap and promote high-quality instruction.</b></p> <ul style="list-style-type: none"> <li>• Standardize curriculum maps and scope and sequence documents and easily communicate these across the district</li> <li>• Ensure that all teachers have immediate, point-of-use access to high quality instructional resources and professional development, aligned to standards</li> <li>• Support all teachers through access to lesson plans and instructional resources that have been juried and approved as best practices.</li> </ul>
<b>Increase Accountability</b>	<p><b>By monitoring data tied to instruction accessed within Learning Village, administrators can verify and support teachers in the instruction of specific students in the classroom.</b></p> <ul style="list-style-type: none"> <li>• Monitor instruction and intervention resources being used</li> <li>• Monitor standards being taught</li> <li>• Identify gaps in the curriculum and professional development in regards to addressing State standards and student needs</li> </ul>

Save time	<p><b>Easy access through a unified teaching/learning portal for teachers, students and parents</b></p> <ul style="list-style-type: none"> <li>• Provide access to a district-wide curriculum maps and online instructional content aligned to standards using Learning Village</li> <li>• Support for a system-wide search (e.g., grade level expectations, learning objectives)</li> <li>• Provide easy access to assessment management system and other district applications for teachers</li> </ul>
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Built on the Microsoft platform, including Microsoft.NET Framework and Microsoft Office SharePoint Server 2007. Learning Village can extend access to the District's assessment management system and other resources.

### **3. Customized installation of system including project management, engineering, and professional development**

Houghton Mifflin Harcourt enters into the proposed solution as a partner to Detroit Public Schools. The HMM team will work together to support the goals and objectives of the project and support the district in the flexibility of the implementation necessary to experience success. Strategic Implementation goals, timelines, clear expectations and benchmarks will be established to ensure that all facets of the implementation are focused on the goals and achievement. Many team members will play integral parts in the overall success of the project.

HMM will provide Project Management and Consulting Services. The Project Manager will facilitate the configuration of the HMM Learning Village system, and the Consultant will be responsible for district staff and teacher training. HMM will provide reproducible training guides and materials.

HMM will integrate the district's created curriculum guides, pacing guides and best practice lessons provided in digital format to HMM. HMM will provide full technical project management services for consultation on content integration to ensure quality content in a format that is meaningful to the District's teachers. HMM will also provide technical services to import to the district's lesson plans into the Learning Village template.

HMM will integrate publisher content as per the terms of the contract including Destination Reading and Math learning objects, lessons plans with aligned digital resources including Harcourt StoryTown, Holt AGA (Algebra 1, Geometry, Algebra 2) and 3<sup>rd</sup> party publisher content provided to HMM by the publisher in XML or Excel format within a 12 month period. HMM will provide full technical project management services for consultation on content integration and 3<sup>rd</sup> party publisher guidelines to ensure quality content in a format that is meaningful to the District's teachers. HMM will also provide technical services for technical consultations with 3<sup>rd</sup> party publishers; and customize the content import to the district's lesson plan template.

### **4. Hosting Service**

HMM will provide annual managed hosting services for the Detroit Public School's Learning Village solution with system administration, 24x7 monitoring, and data backup services. The Learning Village platform will be configured for use with customized district key word sets and identified standards. All instructional keywords and standards identified for import will be loaded into the HMM Learning Village system and shared for access by teachers. The HMM Learning Village solution including content management, collaboration tools, and user management functionality will be further custom-configured based on input from the district's curriculum and information technology staffs. Scheduled maintenance for updating the HMM solution and applying fixes or

patches, or otherwise maintaining the HMH system infrastructure, will be conducted on a routine basis. HMH will use all reasonable efforts to perform such maintenance during off peak hours (10:00 pm - 5:00 am EST). During this time, the system will be unavailable for use and access by end users.

## 5. Technical Support

HMH will provide the District with an annual, ongoing technical support package of the HMH Learning Village system that includes all necessary bug fixes; product updates to existing product version, updates to State standards, user updates, and maintenance to the single sign-on applications per the terms of the contract.

## B. DATA MANAGEMENT AND BENCHMARK PROGRAM

The vision for this web-based application is to develop and implement a technology infrastructure that will provide a means to maintain consistent data across Detroit Public Schools, streamline the data input and data gathering processes, and automate much of the data aggregation for reporting purposes while maintaining a user-friendly web interface. Leveraging the power of data through the Enterprise solution of Learning Village, Houghton Mifflin Harcourt (HMH)'s Riverside proposes to implement and support *DataDirector*<sup>™</sup>, a web-based data warehouse and assessment management system, designed to meet the goals and objective and unique needs of Detroit Public Schools.

### 1. Student data tracking system to monitor all key achievement components including grades, test scores, demographic and success indicators

*DataDirector* is a complete data application, which allows for the tracking of student assessment data, student demographic data, program/event attendance, student grades, teacher data and extensive reporting. *DataDirector* was developed using advanced web technologies including PHP, SQL, PDF creation, dynamic charts, system email, and direct system downloads for local data analysis and manipulation. The Data Director's assessment solution is supported and maintained by high quality project management

HMH's Riverside proposes a five-year proposal. Additionally, HMH Riverside proposes a five-year *Assess2Know* Fixed Forms proposal which would require Detroit Public Schools to purchase the Complete *Assess2Know* Perpetual Item Bank along with form development.

#### ***DataDirector* Key Features/Benefits:**

***DataDirector* Software License.** User-friendly and completely cross-platform, web-based data warehouse and assessment management system. Using the same requirements as a basic web browser, *DataDirector* runs on very minimal hardware and software requirements. All data in the system are longitudinal. All data is tied to the individual student—so as the student moves throughout the district, the data remains connected to that student over time.

**Data Security.** All data are protected with the highest level of web-security available. After log in, each page is 128-bit encrypted with Single Socket Layer security (SSL). All servers are redundant with nightly back up.

**Data Import.** Ability to easily import state and local assessment, demographic, human resource and program data into the SQL database.

**Data Export.** Data can be easily exported into Excel, Tab delimited or PDF formats. Once exported the data may be imported into other district systems as needed.

**Student Assessment Management.** After importing, the data (such as state assessments, district-created benchmark tests, school level assessment and teacher-made assessments) are immediately available to users. Users are able to view, aggregate, and report on students' assessment results. Users are able to create their own assessments and add student results through the import tool or manually through online data entry. User-created assessments have the capability to be aligned to state standards.

**Student Exams Management.** Users can create exams within *DataDirector*. The exams may be linked to standards, answer keys may be uploaded, and generic or pre-identified student answer sheets may be easily generated.

**Item Analysis.** After data are uploaded through the *DataDirector* Exams section, item analysis and standards reporting may be easily created.

**Student Demographic Management.** Much like the assessments, after importing, student demographic data are available to users. Users are able to view, aggregate, and report on students' demographic data.

**Student Grade Management.** After importing grade data, users are able to view student schedule, transcripts and un-weighted GPA.

**Standards Support.** State standards are built into the system for browsing, searching, and downloading. Standards can also be linked directly to user-created assessments and exams.

## 2. Comparison Reporting Capabilities

**Dynamic Reporting Capabilities.** An extensive reporting wizard is available to users. Users are able to select any criteria from assessments, demographics, or programs and generate custom reports to meet their individual needs. Users can create longitudinal comparisons of local assessments over time. Reports may provide analysis at the district, school, and classroom levels.

**Program/Event Management.** Complete with User and Student attendance tracking. The *DataDirector* Programs section allows for simple creation of student groups for intervention, or any monitoring or tracking over time. Individual programs can be entered into the system at the district, school or classroom level. Users can track attendance in the program or link any assessment to the program. Program data are made available to the report wizard.

**User Management.** Management of system usernames, passwords, and user data is facilitated through the system. Online tools are available to enable the District to manage all users and there is an integrated password retrieval system included.

**Permission Management.** *DataDirector* features extensive permissions management allowing users to see data on students based on their permission levels in the system.

**System emails.** *DataDirector* includes a Communication section from which users can send emails to other users. The email system does not rely on users' local computers to send messages—the messages are sent within the *DataDirector* system.

**Assess2Know Item Bank.** Described in greater detail below, *Assess2Know* content is available within *DataDirector*. These item banks contain high-quality questions that are aligned to the Michigan GLCE's and HSCE's. The item banks will allow for the creation of answer keys, answer sheets, and a PDF test booklet. *Item import* of third-party items is available using an XML format with the express written permission from the item vendor. *DataDirector* also contains an *Item Creation* feature allowing for the creation of items locally within the system.

**DataScanner Plain-Paper Scanning:** DataScanner software allows users to scan from plain paper directly into the *DataDirector* system using an affordable TWAIN-compliant scanner.

### 3. Report Card Capability

**Custom Standards-Based Report Card Generation:** Riverside will develop a custom report card designed to match the District's existing report card exactly. Users enter data into *DataDirector*; then use the Pre-Built Reports function to generate report cards in PDF format. The report cards can also be translated into other languages as long as the District provides the translation.

#### *Data Import*

- HMH Riverside will import all the data Detroit Public Schools would like to have in the system
- Data may be obtained from a variety of sources including the district student system (SASI, AERIES, PowerSchool, ZANGLE and others, as well as any other local data streams)
- Users have access to several online import tools to control their own data imports
- If HMH Riverside imports the data, the new data is usually available within 48 hours of receipt of clean data
- Data import and update schedule to be determined by Detroit Public Schools and HMH Riverside
- Data import process includes data meetings, phone conversations and importing of data into the database
- Data must be received in tab or comma delimited or excel format

### 4. Web-Based Data Storage

*DataDirector* Software License is a user-friendly and completely cross-platform, web-based data warehouse and assessment management system. Using the same requirements as a basic web browser, *DataDirector* runs on very minimal hardware and software requirements. All data in the system are longitudinal. All data are tied to the individual student—so as the student moves throughout the district, the data remains connected to that student over time.

### 5. Classroom and benchmark item banks

The *Assess2Know Classroom* item bank is specifically designed for classroom testing purposes. These items are an excellent source for monitoring students' progress on standards identified by district-level benchmark assessments as areas to target instruction. Teachers can use them to measure student progress relative to curriculum goals at any time during the school year. These items are ideal for the creation of classroom tests and quizzes.

The *Assess2Know Classroom* item bank includes approximately 6,500 multiple-choice items in Reading, English Language Arts, and Mathematics for Grades 2–8 that were specifically developed for everyday classroom use and that will be aligned to the state standards.

Created by teachers *for* teachers, the *Assess2Know Classroom* item bank was also developed in accord with HMH Riverside's high standards for item development. These items are aligned to state standards and are analyzed for bias and sensitivity, representational fairness, language usage, stereotyping, controversial or emotionally charged subject matter and historical context. HMH Riverside's rigorous attention to detail and reliance on the highest industry standards for test development ensure that every *Assess2Know Classroom* item is free from bias and error and is maximally accessible for all learners.

#### *Assess2Know Benchmark Item Bank*

To provide Detroit Public Schools with ready access to high quality content to build assessments, HMH Riverside also has available our *Assess2Know Benchmark* item bank. With the *Assess2Know Benchmark* item bank for Michigan, Detroit Public Schools can provide teachers with resources they can use to create valid, reliable assessments that are aligned to the Michigan Standards, Benchmarks, and Grade or Course Level Expectations. Such assessments are designed to be administered at periodic times during the school year for monitoring student progress

relative to the concepts measured on Michigan’s summative tests. The *Assess2Know Benchmark* item bank is closely integrated with *DataDirector*, offering Detroit Public Schools a comprehensive, cohesive benchmarking solution containing both secure, scalable web-based technology and high-quality content supplemented by meticulous implementation, powerful data management capabilities, and exemplary customer support.

HMH Riverside’s *Assess2Know Benchmark* item bank includes more than 13,400 high-quality items in Reading and Mathematics for Grades 2–11 and Science for Grades 3–11 that were specifically built for use in district-wide benchmark tests and were created using a rigorous development and quality assurance process. This is the same process that we use as we develop reliable and valid high-stakes test questions for both our products and our customers. HMH Riverside’s rigorous attention to detail and reliance on the highest industry standards for test development make every *Assess2Know Benchmark* item free from bias and error and maximally accessible for all learners.

Fully integrated with *DataDirector*, the *Assess2Know Benchmark* item bank can be used throughout the year to build high-quality benchmark assessments in Reading, Mathematics, and Science to provide teachers with accurate, actionable results. To facilitate the creation of valid and reliable assessments, *Assess2Know Benchmark* items are searchable by all attributes within *DataDirector*. Assessment items can be selected based upon standards, passage type, item type, or other attributes such as cognitive difficulty levels, readability, and paper or online administration. An overview of the features within the *Assess2Know Benchmark* item bank follows.

### ***Reading Passages***

All reading passages in the *Assess2Know Benchmark* item bank are certified with a *Lexile* reading measure and a *Flesch-Kincaid* reading level. *Lexile* measures can be used to help match readers with appropriate texts; however, there is not a direct translation from a specific *Lexile* measure to a specific grade level. For example, a passage with a *Lexile* level of 800 may be appropriate for a third grade student reading at an advanced level, a fourth grade student reading at grade level, and a fifth grade student reading below grade level. Within any classroom, there will be a range of readers and a range of materials to be read.

The *Flesch-Kincaid* reading level measures textual difficulty and provides the specific grade level of a written text by using a mathematical formula that involves the total number of words, sentences, and syllables in a given reading passage. By offering both of these measures of readability for the passages in the *Assess2Know Benchmark item bank*, Riverside provides Detroit Public Schools an increased degree of certainty that reading passages are grade- and reading-level appropriate.

### ***Cognitive Demand***

Having access to items across a range of rigor allows educators to create thoughtful, actionable assessments so that they may measure student achievement in the most detailed manner possible. Each test item in the *Assess2Know Benchmark* item bank also has a Cognitive Difficulty Level and Bloom’s Taxonomy level associated with it. Difficulty levels are assigned based on the following classifications:

- ① **Level 1 — Basic Skills:** Recall of information such as fact, definition, term, or simple one-step procedure.
- ② **Level 2 — Conceptual Understanding:** Includes the engagement of some cognitive processing beyond recalling or reproducing a response. A conceptual understanding item requires students to make some decisions on how to approach the problem or activity and may imply more than a single step.
- ③ **Level 3 — Extended Reasoning:** Requires solving problems, planning, and/or using evidence. Items require students to develop a strategy to connect and relate ideas in order to solve the problem while using multiple steps and drawing upon a variety of skills.

Difficulty level is contingent on the cognitive demand of the item. All *Assess2Know Benchmark* items have been reviewed and meet alignment requirements and do not exceed readability parameters or computation requirements for the grade level for which they are aligned. The inclusion of the Cognitive Difficulty Level is important because an item can fall within the same level of Bloom’s Taxonomy and yet have a Cognitive Difficulty Level of 1, 2, or 3, depending upon the cognitive constraints of the item. Therefore, this additional information can be used to strengthen the alignment of the test forms created from the *Assess2Know Benchmark* item bank.

### *Item Characteristics*

All multiple-choice items in the item bank include a stem, correct answer, and three distractors (with the exception of Grade 2, at which these items have two distractors). The stem and all options developed by our item specialists meet readability requirements for the grade level to which they are aligned.

In addition, HMH Riverside mandates that its multiple-choice items all possess the following characteristics:

- Measure what it is intended to measure
- Include no grammatical errors, incorrect spellings, or slang that may distract students from answering the question
- Be clearly and simply written, avoiding trick questions that require students to figure out a particular angle or hidden agenda on the part of the item writer
- Contain vocabulary appropriate for the grade level being tested
- Function independently—the answer to one item is not required as a condition for answering subsequent items
- Not provide information that may be used to answer other items
- Have a consistent format
- State things in the positive whenever possible—negative statements in the stem are avoided
- Use accurate, high-quality maps, graphs, and pictures
- Be free of bias and sensitivity issues
- Avoid information that is subject to change in a short period of time
- Require students to read the passage in order to answer the question (for reading tests)
- Be interesting and engaging to students
- Have only one correct answer
- Have distractors that are plausible and attractive options, i.e., do not stand out as obviously incorrect
- Not use “all of the above” or “none of the above” as answer options
- Present answer options in a logical order for multiple-choice items (e.g., numerical, alphabetical, sequential etc.) whenever possible and in parallel structure and length
- Have answer options that grammatically match the stem

All constructed-response items are created with item-specific rubrics. The rubric for each constructed-response item has been developed to support accurate, unbiased, and consistent scoring. Quality assessment rubrics are essential to the success of the assessment program because they become an ongoing part of the whole teaching and learning process. Rubrics developed with this in mind help teachers to define excellence and plan for how to help students achieve it.

The stimulus material for all item types is contained within each *Assess2Know Benchmark* item, and it is written to be clear, concise, and of appropriate size for students. The stem and all multiple-choice options developed by our Test Development Specialists meet readability requirements for the grade level to which they are aligned. Reading accessibility is of foremost concern for all test items. The *EDL Reading Core Vocabularies* and *Children’s Writer’s Word Book* have been used to determine reading level at the word level. Each of these research-based word lists provides vocabulary appropriate to a specific grade level.

HMH Riverside's test items are constructed to support the philosophy that new words are best learned through repetitive usage and exposure in a variety of contexts instead of a single exposure in isolation.

Based on the above criteria, Detroit Public Schools can be assured that all benchmark assessments in Reading, Mathematics, and Science built from *Assess2Know Benchmark* test items will have the highest content validity and psychometric rigor and will provide local teachers with reliable, meaningful results.

### *Aligning Items*

As we developed and aligned the items to Michigan's standards, we thoroughly researched and reviewed the standards and frameworks for content specifics, assessment expectations, and limitations. Test Development and Alignment Specialists participated in training sessions that included practice in aligning items to state standards and discussion exercises. After these steps were completed, the actual development and alignment of items occurred.

A Test Development Specialist, with classroom experience for the particular subject and grade, reviewed all items. An item had to meet the Michigan Standards and specifications in content and rigor in order for it to be included in the Michigan item bank. If any part of an item did not meet the criteria within a standard, that item did not become part of the Michigan bank of items. This included any part of the content, passage, stem, art, and/or answer choices.

The items deemed to align to Michigan standards were then checked by a Senior Alignment Specialist and reviewed for accuracy of alignment.

*Assess2Know Benchmark* items are aligned to the most granular level of the Michigan Standards to provide educators with the most accurate assessment data possible. Detroit Public Schools can be confident in the quality of the items written by Riverside Test Development Specialists (TDS) and certain that the item bank provides sufficient coverage for Detroit educators to use to build their benchmark tests.

### *Assess2Know Passage and Item Development Workflow*

To ensure the creation of high-quality passages, items, and assessments time after time, HMH 's Riverside has established processes and procedures with accompanying checklists that guide item and test development. Periodically the processes and procedures are modified to keep pace with changes in assessment or educational philosophies or to adjust to improved technology. Each time changes are implemented, checklists and other forms of documentation are revised to maintain quality and stay current with today's standards in test publishing.

The following chart and accompanying descriptions provide a high-level overview of HMH Riverside's test development process and describe the qualifications and roles of the staff involved. The following individuals participate in the *Assess2Know* content development process.

**Item and Passage Writers:** Freelance writers who contract with HMH Riverside to create passages or either stand-alone or passage-driven items that meet specifications provided by the Development team. Writers are required to have applicable classroom teaching experience and undergo a formal training program at Riverside before receiving writing assignments for their content area and grade level of expertise.

**Test Development Specialists:** Full-time employees of HMH Riverside with specialized training in assessment development. In addition to being knowledgeable about item and test construction, each TDS has classroom teaching or other education-related experience.

**Senior Test Development Specialists:** Advanced-level Test Development Specialists with proven skills in

ensuring that items, passages, and assessments meet stringent quality standards. The Senior TDS possesses extensive experience in item development and test form review, typically on a variety of assessment programs.

**Senior Copyeditors:** Experienced copyeditors review items for language flaws, looking for typographical or spelling errors and paying particular attention to the correct use of punctuation, capitalization, grammar, word usage, and sentence structure.

### *Evaluating Test Materials*

Creating a reliable and valid assessment requires developers and editors to carefully evaluate test materials so that students find it relevant, interesting, and engaging but not offensive, troubling, or distracting. In an effort to achieve this delicate balance, HMH Riverside analyzes the following key elements when developing every assessment:

- Bias and sensitivity
- Representational fairness
- Language usage
- Stereotyping
- Controversial or emotionally charged subject matter; and Historical context.

### **Complete *Assess2Know* Perpetual Item Bank**

Detroit Public Schools will have the use of the *Assess2Know Benchmark* item bank as part of this assessment program, the District will have a perpetual license to use the items. Riverside will maintain ownership of the *Assess2Know* items, but we agree that Detroit Public Schools may modify and use the items for the District's internal purposes in perpetuity. Detroit Public Schools may not sell these items or give them to another educational organization or entity for use in another assessment program.

HMH Riverside Publishing will provide a series of Quarterly Assessments to Detroit Public Schools. We will use our *Assess2Know<sup>®</sup> Benchmark* item bank as the source of items for these tests. We follow proven and stringent procedures as we develop each item in the bank and the same will be applied to creating the Quarterly Assessments we will deliver to DPS. Each item in our bank is aligned to the Michigan Academic Standards. To ensure that alignment, outside experts complete all item alignments, which are then verified by our Development staff members. In addition, we determine and assign a Bloom's Taxonomy Level as well as a Cognitive Difficulty Level for each item. Every reading passage in our bank is certified with a *Lexile<sup>®</sup>* reading measure and a *Flesch-Kincaid* reading level.

Every Quarterly Assessment provided will match the Detroit Public Schools' test blueprints. For this submission, we have assumed that each test for the elementary schools will be 20 to 30 items in length, and 20 to 25 items in length for the middle and high school tests. One item on each test form will be a constructed-response item; all other items will be multiple-choice. We will provide all needed rubrics, which will be unique for each constructed-response item. Where needed, we will develop new items to augment our current *Assess2Know Benchmark* item bank and incorporate those new items into the test forms. Members of the District's Curriculum staff will be able to consult with HMH Riverside's Development team as we create the DPS Quarterly Assessments. We propose that our two teams meet via WebEx for review of the forms as they are developed. Should DPS wish, we will also be pleased to work with the District to review and analyze the item and test data after the administrations.

We will deliver a total of 172 tests in years 1 and 2 of the contract. Delivery will comply with the numbers of test forms specified in the "Proposed Number of Tests by Subject by Grade" matrix. We will provide new forms for each quarter of the first two years of the contract in the following grade levels/content areas: Reading/English Language Arts, Grades 1–12; Math, Grades 1–7 and course specific tests for Grades 8--12; Science, Grades 4–8 and

course specific tests for Grades 9--12; and Social Studies, Grades 4--10 and a course-specific test for Grades 11/12. The forms will be delivered to DPS in standard PDF format on a disk or jump drive. DPS will have a license in perpetuity to use these test forms.

## **6. Project management and training of administrators and teachers**

### **HMH Data Project Managers**

To ensure the effective implementation of the Learning Village Enterprise Data solution. HMH will provide data experts to ensure the seamless integration of the data necessary to support the Learning Village implementation. This proposal includes two Dedicated Associate Account Managers. As an employee of Riverside Publishing, the Dedicated Associate Account Managers will provide on-site services for *DataDirector*. HMH's data project managers will provide the following:

- Scheduling, planning, and delivering training sessions on the *DataDirector* platform to all district personnel, customizing the delivery to meet the District's needs
- Working with district and site administrators to support and implement the District's assessment plan while providing consistency in communication with regard to this plan
- Supporting district personnel in the use of student achievement data for student intervention program decisions.
- Generating and printing reports on benchmark and state data as needed
- Providing ongoing issue resolution, troubleshooting, and consulting with *DataDirector* users
- Providing support for creating and aligning district assessments
- Providing support for creating answer sheets for district-level assessments
- Creating alignments to go along with textbook assessments and other testing materials
- Supporting and assisting in the distribution of district-level assessment materials while monitoring and providing support during all assessment windows
- Working with district personnel, assisting with loading instructional resources.

## **C. WEB BASED SUPPLEMENTARY LITERARY AND MATH PROGRAM**

Houghton Mifflin Harcourt continues to round out its Learning Village Enterprise solution with supplemental resources for differentiated instruction which support and align to the core literacy and math programs available in print and online. HMH's Destination Math® and Destination Reading® provide a comprehensive instructional technology solution for reading and mathematics. Through the seamless integration in the Learning Village Enterprise Solution teachers impact student achievement through Whole Group, Small Group or one to one instruction.

### **1. Multiple Levels for differentiated instruction**

Through engaging animations with full audio support and virtual manipulatives, Destination Math teaches math concepts from elementary through Algebra 1. Problem solving skills and strategies are developed using real-world applications. From number sense and basic operations, through proportionality, algebraic thinking, geometry, measurement, and data and statistics, Destination Math aligns with state and NCTM standards. Practice sessions and workouts apply skills and develop critical thinking abilities. Full audio support is available in English and Spanish. Printable Math Logs provide paper-and-pencil practice

Destination Reading provides an engaging research-based instruction which is proven effective in building word study and analysis skills, fluency, and comprehension. Interactive lessons begin with fiction and nonfiction texts,

and include song, rhyme, and manipulative activities to build word study skills and vocabulary strategies. Fluency is developed in multiple ways, including read-alouds that model pace and expression. Comprehension skills and strategies are applied through a variety of motivating games and activities. For grades 4—8, students have the ability to take notes electronically as they read. Printable Reader's Logs provide paper and pencil activities to accompany the software.

Destination Math and Reading are supported by a robust, built-in Learning Management System, which provides teachers with tools for differentiating instruction and monitoring progress. The web-based, district-hosted perpetual license offers an outstanding value with low total cost of ownership due to a one-time license fee. The support of a dedicated Destination Reading Project Manager will provide DPS with on-site professional development, coaching, and modeling, as well as customized alignments to target specific skills based on results of MEAP, Gates-MacGinitie, Iowa Test of Basic Skills, and other assessment data.

**Destination Math®** is a complete (k-12) mathematics program that transforms the teaching of math and bolsters student understanding through a highly interactive learning environment that presents even the most abstract concepts with ease. Each session in Destination Math is presented to students in the context of real-world examples. Students develop fluency in critical skills, math reasoning, conceptual understanding and problem-solving skills. The seven comprehensive courses include assessments based on state standards as well as sequenced, Prescriptive, step by step instruction in math skills. Students get individualized skills instruction they need to master math curriculum and prepare for algebra and more advanced math concepts.

**Destination Reading®** is a robust Pre-K to 8 reading curriculum that uses the power of technology to assess, prescribe, and engage students in the skills and concepts necessary for reading success. Created on scientifically based research from the national Reading Panel and the Alliance for Excellent Education, Destination Reading is a powerful early literacy and adolescent literacy program that correlates to state standards, and includes an explicit instructional pathway with frequent assessments to help guide individualized, data driven instruction.

## **2. Installation, project management and professional development**

As part of this proposal and dependent on Detroit Public Schools's individual needs, Houghton Mifflin Harcourt will provide installation, training, consulting and Technical Support Services. When combined with our software, Houghton Mifflin Harcourt enables Administrators, Teachers and Students to benefit from the best possible solution and maximize the benefit of the investment that our customers make in our products

### **HMH Project Manager**

The HMH Project Manager will be responsible for facilitating, in collaboration with the District technical and curriculum departments, the configuration and integration of HMH Learning Village and the instructional applications that reside within.

### **HMH Implementation Consultants**

HMH Implementation Consultant will be responsible for planning and delivering training to district staff and teachers.

### **HMH Technical Project Manager**

The HMH Technical Project Manager's content integration activity is comprised of the following tasks:

- Preparing and maintaining the content integration plan for performance, which lists the activities, tasks, assignments, milestones and estimates
- Consulting with the District and publisher to define the District content and technical requirements for import of publisher content into Learning Village
- Consulting with the district to request the digital content in a format and quality to meet the district's needs and expectations
- Consulting with the publisher to define the import process and acceptable standard formats for content import into Learning Village

- Consulting with the district to gain proper permissions from the publisher for HMH to import the content
- Consulting with the district to map the publisher content to the district's lesson plan, activity or resource templates
- Ensuring the digital content complies with District requirements
- Project Tracking and Reporting
- Coordinating and managing the activities of HMH staff
- Scheduling the test import, quality assurance, and import to the production environment
- Escalating and Resolving Issues
- Scheduling content import with the district
- Reviewing content import for quality assurance

## **D. PROFESSIONAL DEVELOPMENT PLAN**

### **1. Provide Professional development support to regional superintendents, curriculum leaders, elementary and secondary principals, educational coaches and teachers**

Houghton Mifflin Harcourt Publishers entire Learning Village Enterprise solution is committed to the success of the Detroit Public Schools. Investing in teachers through professional development is a key ingredient for sustainable district success. Houghton Mifflin Harcourt values the teachers and administrators in Detroit Public Schools. Through this on-going partnership, Houghton Mifflin Harcourt Professional Development will deliver training, assess outcomes, and revise the plan as needed to ensure the district is on target to meet its goals.

In addition to utilizing instructional resources based on the most-current research, on-going professional learning is essential to achieve maximum results. Houghton Mifflin Harcourt Professional Development (HMHPD) offers the very best in powerful, research-based professional development that includes current research on adult learning principles as well as the work of the National Staff Development Council. Training is based on the research of *Joyce and Showers (2002)* which identifies four critical elements:

- Presentation of theory and research, and the practical skills or strategies it suggests
- Modeling of the newly learned skills and strategies
- Practice of the new skills and strategies with feedback
- Follow-up and coaching support

This proven delivery model will ensure maximum impact on instructional practice. New learning from teacher training is paired with the necessary follow-up support that facilitates immediate application in the classroom. The proposed monitoring and evaluation tools will allow the district to document the impact of the professional development on delivery of instruction. The Plan for Detroit Public Schools

Many of the professional development seminars that HMHPD will deliver will include customized content specific to the needs of the targeted audiences. In addition, as needs are identified, HMHPD will create customized content to support administrators, teachers and coaches. The HMHPD customized services range from seminars/workshops to demonstration lessons to coaching support.

### **2. Complete workshops, seminars and coach DPS educational leaders**

Based on the goals and objectives of Detroit Public Schools, Houghton Mifflin Harcourt Professional Development (HMHPD) recommends the professional development for the following groups of educators during the next two school years:

#### **District Level Curriculum Leaders and Area Superintendents**

During the Effective Leadership training, these individuals will explore the nature of change and how to manage it. These individuals will identify their role as leader in this process and how to support the people they manage.

Emphasis will be placed on effective communication, motivation, and collaboration.

#### **Building Principals (all principals in the district)**

During the Effective Leadership training principals will explore the nature of change and how to manage it. They will learn how to create effective building level leadership teams, and these teams will work together during many phases of the training. In addition, principals will explore the nature of effective instruction, learn how to conduct classroom walk-throughs, understand the value of professional learning communities, and hone their skills as effective leaders. Follow-up and review sessions will be delivered in the second year of the plan.

#### **Coaches (17 restructured schools)**

The reading and math coaches will receive training that focuses on the role of the coach, how to develop collegial relationships, how to conduct effective demonstration lessons, how to effectively modify instructional practice and how to implement professional learning communities. Continued support will be provided in the second year of this plan.

#### **Coaching Support (17 restructured schools)**

HMHPD will provide two days of coaching per month for each of the 17 restructured schools. The goal of the coaching sessions is to support the principal, the coaches, and the leadership team as they implement the district curriculum, build a professional learning community within the school, and work with teachers to implement best teaching practices. During the second year of the plan, one day of coaching support per month per building will be delivered. This gradual release allows the administrators, coaches, and Leadership Teams to take ownership of the process within each building.

#### **Teachers (17 restructured schools)**

To ensure teachers continue to grow in their knowledge and teaching skills, and sustain results over time, on-going job-embedded professional development is essential. Training will be provided in the areas of literacy and mathematics during the 2009-10 school year and in writing in the 2010-2011 school year. Each professional development course can make ties to product used in the district. This allows teachers to see how to implement the teaching strategies learned during professional development trainings, with the resources that are available to them.

#### **Pre K Teachers (district-wide)**

Two-day professional development seminars will be provided for all Pre K teachers in the district who will be using the Houghton Mifflin Pre K program. This highly interactive training will focus on phonological awareness, alphabet knowledge, oral language and vocabulary skills, and print awareness. Teachers will explore connections to math, science, and social studies. Connections will be made to High Scope.

#### **District-wide Teachers**

Decisions about a professional development plan for the other teachers in Detroit Public Schools still need to be made.

#### **Customized Professional Development**

Many of the professional development seminars that HMHPD will deliver will include customized content specific to the needs of the targeted audiences. In addition, as needs are identified, HMHPD will create customized content to support administrators, teachers and coaches. The HMHPD customized services range from seminars/workshops to demonstration lessons to coaching support.

#### **Delivery Options**

- On-site workshops for teachers, coaches, administrators and leadership teams
- Onsite-coaching provided by HMHPD trainers
- Professional Learning Community discussion topics and activities
- Webinars

**Participants:**

District Administrators, Area Superintendents K-8 Building Principals

**Length:**

Three days

**PURPOSE:**

During the **Effective Leadership for School Achievement** seminar administrators explore research-based leadership strategies to facilitate the change process and lead instructional improvement initiatives. The content will help administrators expand their own knowledge of best instructional practices to better support their teaching staff. Over the two-day seminar, tools to support teacher evaluation and feedback are provided and an action plan is created that can be implemented immediately to support the professional learning. Time will be spent working with building leadership teams.

**Outcomes:**

After completing the **Effective Leadership for School Achievement** seminar participants will:

- Understand instructional foundations for academic success
- Analyze student data and current academic programs to create an improvement plan

**Project Management**

Dr. Kimberly Bates will be the Houghton Mifflin Professional Development Project Manager for Detroit Public Schools. Dr. Bates will meet frequently (at least bi-weekly) with district leaders to assess the ongoing professional development plan, and she will work with the district leaders to use student data to make informed decisions about the training needs of administrators, coaches, and teachers. In addition, she will coordinate and schedule all professional development training and coaching. Dr. Bates will also manage the development of all customized professional development content, ensuring its appropriateness to the identified needs of the educators in Detroit Public Schools

*Sample Outcome Profile of Customized Professional Development***E. SUPPLEMENTARY LITERACY PROGRAMS**

The HMH Learning Village solution for Detroit Public Schools will include curriculum resources that enhance and supplement its current curriculum for Literacy. For Literacy this includes StoryTown Reading (K-6), HMH Literature Gateways and Bridges for intervention. The customized solution for Detroit also provides for a Leveled Library for every classroom K-8 for differentiated instruction and independent reading. Write Source is a unique program that aligns writing instruction K-8.

**1. Elementary (K-6) reading and diagnostic material- English and Spanish**

HMH proposes the robust supplemental program of Story Town and Villa Cuentos Storytown and Villa Cuentos provide a robust supplemental program to provide a multi-tiered approach to intervention which is instrumental in the deployment of supplemental programs. The seamless integration and support of your core program will be leveraged through the Learning Village solution and supported by the online resources within Destination Reading. Story Town and Villa Cuentos is based on scientifically-based research in phonics, phonemic awareness, vocabulary, fluency, and comprehension. It provides explicit and systematic instruction, spiral review of key skills, abundant practice and application, and point-of-use progress-monitoring. The data-driven instructional path includes

assessments to track student progress, instruction in the key areas of reading, opportunities for differentiating instruction linked to ongoing student progress monitoring, and remediation or extension based on assessment results. A higher level of support for classroom management includes support for differentiated instruction and tools and materials to meet the needs of all learners. Intervention and ELL components build on the growing body of research about how best to help struggling readers and English-Language learners.

## **2. Pre-K reading material and integrated content**

HMH proposes the HMH Pre K program to build the foundation for successful learning for children. HMH Pre-K is based on scientific research, aligned with key Pre-K learning goals, and provides children with the foundational skills they need to be lifelong learners. This comprehensive, integrated program provides children with the foundational skills they need to succeed as lifelong learners and gives teachers the tools necessary to ensure success. The strength of this program is focused not only on the materials provided but the robust professional development that surrounds this type of program. The pre K content will also be leveraged through the Learning Village Enterprise to reach out to parents and the community to build the foundation in a life long love of learning.

## **3. Strategic and intensive intervention resources K-9**

HMH Proposes the following items to round out the strategic intervention needed to impact literacy achievement across the district: Leveled Libraries, Gateways and Bridges to Literacy and Write Source.

**Leveled Libraries** available both online and in print build the world of literature for the students. Bringing books with lesson plans provides a robust literature supplemental full of rich content to impact the students literacy.

**Gateways** is a comprehensive, research-based Reading/Language Arts intensive intervention program for grades 4-12 with specialized instruction for English language learners.

The **Bridges to Literature** program provides the resources necessary to meet the needs of students who read more than two years below grade level. These students are not able to access on-grade level material, and thus cannot make significant progress because the traditional materials used do not match their instructional reading level. *Bridges to Literature* is designed specifically for these students. With research-based instructional design and gradually increased selection difficulty, the scaffolding necessary to remediate and accelerate these students' reading proficiency to grade level is provided with *Bridges*. Students using *Bridges* materials will increase reading proficiency as measured by tests administered by the state or the school district as well as by pre and post tests embedded within the *Bridges to Literature* program.

HMH proposes the **Write Source Program** to enhance writing and literacy skills. The Write Source program presents writing as a process; teaches the 6-traits of writing; provides students with frequent opportunities to write; fosters students' ability to assess and revise their own writing, builds grammar, punctuation, and usage skills; and develops students' overall literacy skills, including those of struggling learners and non-native English speakers. Because Write Source teaches writing as a process and breaks writing into the five-recursive stages of writing -- prewriting, drafting, revising, editing or proofreading, and publishing, students are able to understand and gain control over the complex task of writing.

## **F. MIDDLE GRADES MATH PROGRAMS TO SUPPLEMENT CORE 6-8 MATH CURRICULUM**

The HMH Learning Village solution for Detroit Public Schools will include curriculum resources that enhance and supplement its current curriculum for mathematics by providing Pre Algebra and Algebra Resources for 7<sup>th</sup> and 8<sup>th</sup> grade students. These supplemental solutions are leveraged through the power of Learning Village where teachers

will have access to the point of need to support instruction and differentiate learning.

### **1. 7<sup>th</sup> Grade Pre- Algebra**

HMH proposes the following solutions the Holt Pre-Algebra supplemental solution for 7<sup>th</sup> grade pre- algebra students. This supplemental solution will align to the core program and prepare students for the rigors of algebra and geometry with a steady progression of lessons that deliver content in a manageable way so no student is left behind. Relevant visuals and engaging features spark interest in math by emphasizing its importance in students' everyday lives while sharpening critical thinking skills vital for state testing.

### **2. 8<sup>th</sup> Grade Algebra**

HMH Proposes the Holt Algebra student edition and online addition for supplement core 6-8 math curriculum. This supplemental solution will align to the core program and allow students to be successful with the rigors of algebra and geometry with a steady progression of lessons that deliver content in a manageable way so no student is left behind. Relevant visuals and engaging features spark interest in math by emphasizing its importance in students' everyday lives while sharpening critical thinking skills vital for state testing.

## **G. REMEDIES**

1. For a period of ninety (90) days after the applicable mutually agreed upon delivery and installation date(s), HMH shall use all commercially reasonable efforts to correct any material failure(s) for any of the applicable HMH Digital Product deliverables in this Exhibit B which are documented in writing to HMH, as follows: (a) HMH will provide District with a workaround within five (5) to ten (10) business days, and (b) HMH will provide District with the full working correction within thirty (30) to forty- five (45) business days thereafter.

These remedies are made only to the District and HMH shall have no liability to any third party with respect to any HMH Digital Product deliverable. HMH shall have no obligation to the District under this provision, or otherwise, if the failure of the HMH Digital Product deliverable can be attributable solely to causes that are not the responsibility of HMH.

2. **Exclusive Remedy.** HMH's sole obligation shall be to use commercially reasonable efforts to provide materials and services to correct the performance of the HMH Digital Product deliverable in response to written reports of non-conformity which are received by HMH during the period provided herein.

3. **DISCLAIMER.** EXCEPT AS PROVIDED IN THE PURCHASE AGREEMENT (SECTION 11(C), WHICH PROVIDES FOR THE RIGHT OF DISTRICT TO TERMINATE FOR MATERIAL BREACH IF HMH DOES NOT IMPLEMENT THE REMEDIES PROVIDED HEREIN, AND SECTION 15, WHICH ADDRESSES THE REMEDIES OF THE DISTRICT IN THE EVENT OF HMH'S BREACH), THE PROVISIONS OF THIS SECTION STATE DISTRICT'S SOLE REMEDY AND HMH'S SOLE OBLIGATION TO DISTRICT FOR FAILURE OF THE EXHIBIT B HMH DIGITAL PRODUCT DELIVERABLES. FOR THE AVOIDANCE OF DOUBT, IT IS THE INTENT OF THE PARTIES THAT THE MATERIAL BREACH PROVISIONS OF SECTION 11 OF THE PURCHASE AGREEMENT ARE TO BE APPLIED TO ANY MATERIAL BREACH OF THE PURCHASE AGREEMENT, WHETHER OR NOT THE BREACH IS SPECIFICALLY LISTED IN THE SUB-SECTIONS OF SECTION 11(A) OF THE PURCHASE AGREEMENT.

## EXHIBIT C to PURCHASE AGREEMENT



<u>DELIVERABLE</u>	<u>PROJECTED DATE</u>	<u>AMOUNT</u>
Books and Supplies	9/4/2009	\$ 15,669,596.00
Web Based Services	11/1/2009	\$ 12,965,079.00
Data Analysis, Reporting and Assessment	12/1/2009	\$ 2,058,000.00
Benchmark Assessment and Item Banks	12/1/2009	\$ 2,322,150.00
Professional Development Part 1	1/1/2010	\$ 3,122,500.00
Professional Development Part 2	6/1/2010	\$ 3,122,500.00
Professional Development Part 3	12/1/2010	\$ 700,000.00
	<b>TOTAL</b>	<b>\$ 39,959,825.00</b>