

## HMH Pilot Agreement

**Program Title** Into Reading/  
Arriba la  
Lectura **Grade Level(s)** Grades 2, 3,  
and %

The successful implementation of a pilot involves a shared commitment between Houghton Mifflin Harcourt Publishing Company (“**HMH**”) and Yonkers Public School (the “**School/District**”). This involves careful planning of all elements of program deployment, professional development, and assessment of results. This document is designed to guide and formalize the discussion of a planned pilot (the “**Pilot**”) of HMH instructional materials or software programs (the “**Pilot Materials**”), to structure the timelines for key activities associated with program success, and to serve as a pilot agreement (the “**Pilot Agreement**”).

For this Pilot, HMH agrees to the following (scheduling of which shall be determined by the parties at mutually convenient times and subject to change by either party upon reasonable notice):

- Organize an initial meeting with key stakeholders to determine Pilot requirements: complete Pilot process, number of teachers, number of students, grade level, length of Pilot and clear metrics for evaluation;
- Explain the essential elements of a model Pilot implementation plan based on the above information;
- Provide an initial Pilot implementation training for all School/District Pilot teachers;
- Clarify material distribution process for set up and following Pilot;
- Conduct a Pilot Planning Call with School/District principals/leadership to explain the Pilot Materials and the hallmarks of faithful implementation;
- Provide scheduled check in meetings with all School/District Pilot teachers to train, answer questions, and problem-solve;
- Provide technology support to the School/District Pilot teachers during the Pilot;
- Provide regular communication via email and check-in calls to all School/District Pilot teachers;
- Conduct a mid-Pilot review with all School/District key personnel;
- Regularly review progress with School/District principals/leadership at intervals to be determined during initial meeting;
- Meet with School/District principals/leadership to finalize decision-making.

To participate in this Pilot, the School/District agrees to the following:

- The School/District will undergo a technology discussion with the HMH Pilot Manager or Account Executive to ensure compatibility with School/District devices, bandwidth, etc., and HMH digital assets;
- The School/District will ensure Pilot teachers will use the Pilot Materials with fidelity and will follow intended pacing, as agreed upon between HMH and School/District and modeled in professional development sessions within appropriate School/District classroom parameters. The suggested pacing should allow extra time for newness of curriculum;
- The School/District will ensure Piloting classrooms will implement the Pilot Materials as the core vehicle of instruction (when applicable) and according to the intended instructional design;
- The School/District will ensure Pilot teachers will attend all scheduled professional development training provided by HMH, as agreed upon with the School/District in advance, and recorded on a Pilot Action Plan, to be provided under separate cover;

# PILOT TEAM



- School/District Pilot teachers will receive in-person visits **and/or** virtual support from HMH personnel. In-person visits **and/or** virtual support will be planned/scheduled in advance and will **not** disturb or disrupt the learning environment;
- The School/District will share Pilot feedback with HMH throughout the process;
- The School/District will respond to reasonable requests for support of professional development sessions that will include items such as adequate facilities, receiving/shipping of materials, audio visual equipment, etc.;
- The School/District agrees that this Pilot Agreement is for a pre-determined length of time and does not imply any future commitments of the part of either party;
- By participating in this Pilot, the School/District agrees to be bound by the HMH Standard PreK-12 Terms of Purchase applicable to Pilots which can be found at <https://www.hmhco.com/terms-of-purchase/pilots>.

Participating School/District Pilot teachers will each receive the agreed upon Pilot Materials and online access as outlined in the Pilot order proposal, to be provided under separate cover.

Agreed upon teacher and student numbers:

Grade Level	Teacher Numbers	Student Numbers
2	3	90
3	3	90
5	3	90

The Pilot evaluation period will officially begin on November 2024 and will conclude on January 2025.  
HMH will conduct Pilots during one academic year only.

This Pilot Agreement is made and entered into by: Signed by:  
**School/District (Authorized Representative)**  727C53ADC97C426... **Date:** October 30, 2024 | 2:01 PM EDT  
 Printed Name: Daisy Rodriguez Title: Associate Superintendent

## HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Please complete and return via DocuSign to Pilot Manager or Account Executive**

**ADDENDUM TO HMH PILOT AGREEMENT (“ADDENDUM”)**

**BETWEEN**

**HMH Education Company, Inc. (“HMH”)**

**AND**

**YONKERS PUBLIC SCHOOLS (“SCHOOL DISTRICT”)**

The provisions of this Addendum supersede any conflicting provisions elsewhere in the HMH Pilot Agreement. Except as specifically amended herein, all of the terms contained in the HMH Pilot Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

HMH and the School District agreed to modify the HMH Pilot Agreement as follows:

1. The third paragraph beginning with “To Participate in this Pilot, the School/District agrees to the following” is hereby modified as follows:
  - The School/District will make best efforts to encourage Pilot teachers to use the Pilot Materials with fidelity and will follow intended pacing, as agreed upon between HMH and School/District and modeled in professional development sessions within appropriate School/District classroom parameters. The suggested pacing should allow extra time for newness of curriculum;
  - The School/District will make best efforts to encourage that Piloting classrooms will implement the Pilot Materials as the core vehicle of instruction (when applicable) and according to the intended instructional design;
  - The School/District will make best efforts to encourage Pilot teachers to attend all scheduled professional development training provided by HMH, as agreed upon with the School/District in advance, and recorded on a Pilot Action Plan, to be provided under separate cover;
  - The sentence “By participating in this Pilot, the School/District agrees to be bound by the HMH Standard PreK-12 Terms of Purchase applicable to Pilots which can be found at <https://www.hmhco.com/terms-of-purchase/pilots>” is followed by the following. “The terms and conditions found in this Addendum supersede and take precedence over any conflicting terms found in the linked terms. .

Notwithstanding the foregoing, for clarity, all sections in the third paragraph not included above remain as they appear in the HMH Pilot Agreement.

2. HMH shall comply, at its own expense, with all provisions of all applicable local, state, and federal laws, including The Family Educational Rights and Privacy Act (“FERPA”).
  - It is acknowledged and agreed that no personally identifiable information as defined by FERPA shall be shared by the School District absent parental/guardian consent. HMH is not responsible for ensuring that School District has obtained such consent.
  
3. HMH understands that in performing this Agreement he/she/it may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. HMH may also have access to confidential information, potentially including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to HMH through any activity related to this Agreement. HMH agrees not to reveal any confidential information except to third party service providers or subcontractors necessary to fulfill the Agreement, and understands that any such disclosure shall be considered a breach of this Agreement. HMH agrees that if he/she/it receives a subpoena for divulgence of confidential information, he/she/it shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, HMH further agrees, to the extent applicable:
  - To comply with and execute the School District’s Parents’ Bill of Rights required by New York State Education Law Section 2-d;
  - Not to sell or release a student's personally identifiable information for any commercial purposes;
  - Not to use the education records of the School District or any student, teacher and/or principal data of the School District, as those terms are defined in Education Law Section 2-d, for any purpose other than those explicitly authorized in this Agreement. HMH may use de-identified information for evaluation, research and development of educational products and services.;
  - To use reasonable administrative, technical and physical safeguards consistent with industry standards, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of the School District while in motion or in the custody of HMH from unauthorized disclosure;
  - To limit internal access within HMH to the education records of the School District as well as to the student, teacher and/or principal data of the School

District to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;

- To not disclose any personally identifiable information to any other party, unless:
    - i. prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or
    - ii. the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of the School District no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
    - iii. The release is to third party service providers or subcontractors necessary to fulfill the Agreement
  - To safely store any data concerning the students, teachers and/or principals of the School District, in accordance herewith;
  - To promptly notify the School District in the confirmed event that any personally identifiable information of the School District, its employees, students or administrators is breached and/or released without authorization;
  - Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by HMH; and
  - Upon termination of this Agreement, with sixty (60) day written request from the School District, HMH will destroy all such data to the School District using industry standards.
4. The term of this Agreement shall commence upon full-execution of this Addendum and will terminate on January 31, 2025. This Agreement may be terminated by either Party for any reason upon ninety (90) days' written notice to the other Party.
5. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester, State of New York. The parties hereby acknowledge and agree that the parties are sophisticated and have been represented by their separate attorneys throughout the transactions contemplated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument or instrument executed in connection herewith and therefore waive such effects.

6. In the event of any conflict between the terms of this Addendum and any terms in the HMH Pilot Agreement, it is understood that the terms of this Addendum shall be controlling with respect to any interpretation of the meaning and intent of the Parties, and it is agreed between the Parties that this Addendum shall supersede the HMH Pilot Agreement.

[signature page to follow]

**IN WITNESS WHEREOF**, the Parties hereby indicate their agreement and consent to this Addendum as set forth above.

**YONKERS PUBLIC SCHOOLS**

By: \_\_\_\_\_

Name: Mr. Anibal Soler, Jr.

Title: Superintendent

Date: \_\_\_\_\_

**HMH EDUCATION COMPANY, INC.**

By: \_\_\_\_\_

Name: Lisa Jacobson

Title: Sr Director, Bids and Contracts

Date: \_\_\_\_\_

## **Yonkers City School District Parents' Bill of Rights for Data Privacy and Security**

The Yonkers City School District is dedicated and committed to protecting the privacy and security of student, teacher, and principal data. In accordance with New York State Education Law Section 2-d, the Yonkers Public School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians. New York State Education Law Section 2-d and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. The following is the Yonkers Public Schools Bill of Rights for Data Privacy and Security.

The Yonkers City School District, in recognition of the risk of identity theft and unwarranted invasion of privacy, affirms its commitment to safeguarding student personally identifiable information ("PII") in educational records from unauthorized access or disclosure in accordance with both State and Federal law. The Yonkers City School District establishes the following parental bill of rights:

1. Student PII will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.
2. A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes by the district or any third party contractor. The district will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the district in accordance with district policy.
3. Parents have the right to inspect and review the complete contents of their child's education record.
4. State and federal laws, such as New York State Education Law § 2-d and the Family Educational Rights and Privacy Act, protect the confidentiality of students' PII. Safeguards associated with industry standard and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
5. A complete list of all student data elements collected by the State Education Department is available for public review at <http://www.nysed.gov/data-privacy-security> or by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234.
6. Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Complaints should be directed to:
  - a. Deputy Superintendent, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to [BORComplaints@yonkerspublicschools.org](mailto:BORComplaints@yonkerspublicschools.org).
  - b. Complaints can also be directed to the New York State Education Department online at <http://nysed.gov.data-privacy-security> , by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, EB 152, Albany, New York 12234 or by email to [privacy@mail.nysed.gov](mailto:privacy@mail.nysed.gov) or by telephone at (518) 474-0937.
7. Parents have the right to be notified in accordance to applicable laws and regulations if a breach or unauthorized release of their student's PII occurs.
8. Parents can expect that educational agency workers who handle PII will receive annual training on applicable federal and state laws, regulations, educational agency's policies and safeguards which will be in alignment with industry standards and best practices to protect PII.
9. In the event that the District engages a third party provider to deliver student educational services, the contractor or subcontractors will be obligated to adhere to State and Federal Laws to safeguard student PII. Parents can request information about third party contractors by contacting Deputy

Superintendent, Division of Teaching and learning, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to BORComplaints@yonkerspublicschools.org.

New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available online through <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> for public review online. You may obtain a copy by writing to: Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany NY 12234.

10. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract Yonkers Public schools enters into with a third party Consultant shall include the following supplemental information:

- a. the exclusive purposes for which the student, principal or teacher data will be used;
- b. how the third party Consultant will share the student, principal or teacher data with, if any, will abide by data protection and security requirements;
- c. When the agreement expires and what happens to the student, teacher, or principal data upon expiration of the agreement;
- d. If and how a parent/guardian, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher/principal data that is collected; and
- e. Where the student, teacher, or principal data will be stored (described in such a manner to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Yonkers Public Schools Parents' Bill of Rights for Data Privacy and Security reflects information available as of this document's creation. The District Bill of Rights is subject to revision and is projected for revision in accordance with further guidance received, including guidance through NYSED. Additional information is available on the New York State Education Department website. [http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights\\_1.pdf](http://www.nysed.gov/common/nysed/files/programs/data-privacy-security/parents-bill-of-rights_1.pdf).

Acknowledged and agreed to:

Lisa Jacobson, Sr Director Bids and Contracts

HMH Education Company, Inc.

*(Legal Name of Person, Firm or Corporation)*

By: \_\_\_\_\_

*Lisa D. Jacobson*



**Certificate Of Completion**

Envelope Id: 4217B95F01E941E6BB2C78D4F92EF980	Status: Sent
Subject: Please DocuSign: Yonkers Public School, NY HMH Pilot Agreement_10-30-24.docx	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Salley Wilde
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	125 High St
	Boston, MA 02110
	salley.wilde@hnhco.com
	IP Address: 47.221.159.231

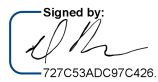
**Record Tracking**

Status: Original	Holder: Salley Wilde	Location: DocuSign
10/30/2024 11:37:56 AM	salley.wilde@hnhco.com	

**Signer Events**

Daisy Rodriquez  
 droncagliolo@yonkerspublicschools.org  
 Associate Superintendent  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
 Using IP Address: 172.56.34.109  
 Signed using mobile

**Timestamp**

Sent: 10/30/2024 11:42:20 AM  
 Viewed: 10/30/2024 1:59:52 PM  
 Signed: 10/30/2024 2:01:21 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Salley Wilde	Sent: 10/30/2024 2:01:23 PM
salley.wilde@hnhco.com	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**      **Signature**      **Timestamp**

**Editor Delivery Events**      **Status**      **Timestamp**

**Agent Delivery Events**      **Status**      **Timestamp**

**Intermediary Delivery Events**      **Status**      **Timestamp**

**Certified Delivery Events**      **Status**      **Timestamp**

**Carbon Copy Events**      **Status**      **Timestamp**

Thomas Rozzi  
 thomas.rozzi@hnhco.com  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Witness Events**      **Signature**      **Timestamp**

**Notary Events**      **Signature**      **Timestamp**

**Envelope Summary Events**      **Status**      **Timestamps**

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>

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