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MAC

## KEY CONTRACT TERMS

### For Master Agreement ARPA High Quality Student Texts WRESA-08-2023-2024-09-J

<b><u>Contract Between:</u></b>	Wayne RESA and Just Right Reader, Inc.
<b><u>Contract Purpose:</u></b>	Master Agreement for High Quality Student Texts for Wayne RESA authorized CoPro+ Members
<b><u>Contract Number:</u></b>	WRESA-08-2023-2024-09-J
<b><u>RFP Number:</u></b>	WRESA-08-2023-2024-09
<b><u>Contractor Name:</u></b>	Just Right Reader, Inc.
<b><u>Contractor Address:</u></b>	750 N. Saint Paul Street Suite 250 #98000 Dallas, TX 75201
<b><u>Contractor Telephone:</u></b>	877-415-READ or 877-415-7323
<b><u>Contract Administrator:</u></b>	Wayne RESA Designee/CoPro+
<b><u>Contract Period:</u></b>	November 15, 2023 – November 14, 2028
<b><u>Base Contract Years:</u></b>	November 15, 2023 – November 14, 2026
<b><u>Option Years:</u></b>	November 15, 2026 – November 14, 2027 (Option Year 1) November 15, 2027 – November 14, 2028 (Option Year 2)
<b><u>Delivery/Shipment:</u></b>	Refer to Section 1.9
<b><u>Pricing:</u></b>	Refer to Section 2.1 and Attachment A
<b><u>Administrative Fee:</u></b>	2.0%
<b><u>Terms &amp; Conditions:</u></b>	Refer to Section 3.0
<b><u>F.O.B.:</u></b>	Destination
<b><u>Ordering Options:</u></b>	<a href="mailto:rfp@justrightreader.com">rfp@justrightreader.com</a>
<b><u>Payment Options:</u></b>	Purchase Order or Direct Voucher
<b><u>Miscellaneous Information:</u></b>	THIS AGREEMENT IS EXTENDED TO AUTHORIZED COPRO+ MEMBERS



### Signature of Contractor's Duly Authorized Representative

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Contractor that:

(1) He/she is an Authorized Representative of the Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract, if any, issued, and to execute this Contract on behalf of Contractor; (2) Contractor is bound by and will comply with all requirements, specifications, and terms and conditions contained in this Contract (including all listed attachments and Addenda, if any, issued; (3) Contractor will furnish the designated Goods in accordance with the Contract specifications and requirements, and will comply in all respects with the terms of the resulting Contract upon award; and (4) All affirmations contained in the RFP are true and correct.

#### CONTRACTOR:

Just Right Reader, Inc.

\_\_\_\_\_  
Firm Name

DocuSigned by:

 Julianne DeMartino

\_\_\_\_\_  
Authorized Representative Signature

Julianne DeMartino, Director of Business Development 1/4/2024

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
1/4/2024

\_\_\_\_\_  
Date

#### WAYNE RESA:

\_\_\_\_\_  
Beth Gonzalez Deputy Superintendent

\_\_\_\_\_  
Name/Title

DocuSigned by:

 Beth Gonzalez

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

\_\_\_\_\_  
Date



## SECTION 1.0 – CONTRACT REQUIREMENTS

### 1.1 Scope of Work

Wayne RESA (“WRESA”) Educational Services Department, in partnership with the Michigan Association of Counties (“MAC”) CoPro+ Program, has awarded this Master Agreement to allow for the access to a suite of high quality nonfiction and fictional texts that can supplement current curricular resources across multiple disciplines, while also supporting social-emotional learning.

The content/text will be utilized to build knowledge, fluency and vocabulary for Tier 1 and Tier 2 instruction and will be accessible to all public schools and districts in Wayne County. The content offered must support the commitment of the districts in Wayne County to standards aligned instruction as well as cultural and historical relevance and responsiveness. The content/text will be used as a supplement to current curriculum resources in place and in alignment to the work of General Education Leadership Network of the Michigan Association of Intermediate School Administrators (“GELN MAISA”) Disciplinary Essentials.

This Contract establishes the terms and conditions for the services provided by the Contractor. The following requirements shall govern the scope of work, responsibilities, and expectations between WRESA and the Contractor, ensuring the efficient and reliable operation of services.

**For additional requirements and scope of work detailed responses, see RFP and the awarded proposal response provided as Attachment C.**

The Contractor will play a crucial role in enriching students’ educational experiences and preparing them for academic success and personal growth.

### 1.2 Deliverables, Objectives, and Requirements

A. The primary objectives are as follows:

1. **Access to High Quality Texts:** Provide students and teachers with access to a diverse and comprehensive collection of high-quality nonfiction and fictional texts.
2. **Multidisciplinary Integration:** Facilitate the integration of these texts across various subject areas, such as English Language Arts, Science, Social Studies, and more, to enhance the existing curriculum.



3. **Social-Emotional Learning Support (“SEL”):** Select texts that promote SEL competencies, including self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.

B. Please see Contractor’s proposal ([Attachment C](#)) for a description of the following:

1. A comprehensive collection of texts that are authentic, engaging and mapped directly with core curriculum resources that are easily accessible for all learners both on and offline (i.e., WCAG compliance, support for EL students, etc.).

A high-level overview that outlines the diversity and representation of content offered that addresses the following:

- (a) Cultures, languages, and ethnicities offered in the available texts, Including bicultural representation.
- (b) Text about immigrant and refugee experiences.
- (c) Text that outlines the joy of the BIPOC human experience in addition to oppression and resilience.
- (d) Text that positively shows different lifestyles and non-traditional families.
- (e) Texts that portray children with disabilities positively as active and capable.
- (f) Texts that show female characters in positive, active roles and break gender stereotypes for males and females.
- (g) Content that features men and women of all races in positive roles.
- (h) Content provided from diverse perspectives and sources.

2. An analysis of volume and the text complexity levels available.
3. An explanation of how the Contractor can provide a unique and customized partnership that includes reviewing data insights, developing action plans based on trends, aligning to goals and outcomes for the district, school, and county level stakeholders.

C. The Contractor must:

1. Work directly with WRESA cross-functional teams (SEL, library media, multi-discipline, etc.) and leadership to plan and facilitate regionalized learning opportunities for districts and educators, which might include webinars, virtual, and in-person.



2. Support educators on the use of subject specific and cross disciplinary content to provide instructional support and multiple entry points to the text of students.
3. Partner and collaborate with literacy leaders, coaches, and Coaches on Special Assignment ("COSAs"), to provide professional learning specific to their roles on the instructional use of high quality interdisciplinary texts.
4. Provide on-site support in Wayne County to individual schools, principals, and teachers, ensuring that this is done in conjunction with district level leadership. This may include, if requested, supporting the district with aligning resources to pacing guides and/or years at a glance.

### **1.3 Training**

The Contractor must provide training, resources, and professional development on the use of the digital platform and alignment to Literacy Essentials.

Please see Contractor's proposal (Attachment C) for a description of the following:

- a) Any on-demand educator support resources.
- b) How Contractor will provide orientation, implementation, training, and ongoing support for application usage.
- c) On-going technical support and customer service.
- d) Key differentiators in service offerings, account management, and value-added services proposed by Contractor.
- e) Contractor's approach to meeting the requirements and a description of any services they are proposing to provide as part of their proposal.

### **1.4 Reporting**

The Contractor must provide regular usage data reports at county, district, and school levels.

- A. The Contractor must provide educational leaders with the ability to adapt, filter, and select content specifically to meet the needs of their state, community, and



school in order to support instructional content needs at the district, school, and classroom level. Along with this, the district and school administrators can:

1. Manage content visibility at the grade level for teachers and students, automatically apply visibility settings for any new content published, create custom labels to communicate district and/or school expectations for specific content, teacher-level, class-level content selection and visibility control.
- B. The Contractor must engage alongside Wayne RESA Assessment and Evaluation department to conduct an efficacy study to measure impact and provide an annual report to Wayne County Executive's Office, Superintendents, and other stakeholders. The research conducted should be:
  1. Grounded in learning science (and/or science of reading) research; and
  2. Meets ESSA standards for Tier II efficacy as determined via well-designed and well-implemented quasi-experimental studies finding positive and statistically significant results.

## **1.5 Product Specifications**

All products furnished must be in conformity with the participating agency requirements and specifications and will be subject to inspection and acceptance by the individual customers at delivery. The right is reserved to reject and return at the risk and expense of the Contractor.

## **1.6 Service Capabilities**

### **1.6.1 Communication Plan/Contract Management**

Please see Contractor's proposal ([Attachment C](#)) for a description of the following:

Contractor has identified their company standards of communication as they relate to Contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

### **1.6.2 Primary Account Representative**

Contractor has identified their primary account representatives who will be responsible for the performance of a resulting Contract, as well as contact persons for reports and bid documents.



Julianne DeMartino,  
Business Development Manager  
[rfp@justrightreader.com](mailto:rfp@justrightreader.com)  
(845) 793-1185

## **1.7 Customer Service**

Contractor shall have an accessible customer service department with an individual specifically assigned to Wayne RESA. Customer inquiries should be responded to with forty-eight (48) hours or two (2) business days unless it is an emergency issue.

## **1.8 Purchase Orders**

Requests for quotes will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating agency will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be shipped and billed directly to these institutions.

## **1.9 Delivery and Acceptance**

Please see Contractor's proposal (Attachment C) for a description of the following:

Contractor has addressed the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.

- All pricing must reflect net 30 payment terms.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

## **1.10 Management and Staff**

Please see Contractor's proposal (Attachment C) for a description of the following:

- Project Management of the Contract.
- Staffing and responsibilities.
- Process and procedures to keep safe and secure facilities when delivering products/services.
- Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.



## **SECTION 2.0 – PRICING REQUIREMENTS & SCHEDULE**

### **2.1 Pricing Schedule**

#### **2.1.1 Pricing Schedule Worksheets**

See Pricing Attachment A.

#### **2.1.2 Tax Excluded from Price**

(a) Sales Tax: Wayne RESA and local units of government are exempt from sales tax for direct purchases. The Contractor's prices must not include sales tax.

(b) Federal Excise Tax: Governmental entities may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Contractor's prices must not include the Federal Excise Tax.

2.1.3 The Contractor agrees to provide pricing to Wayne RESA and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the Contract. The Contractor agrees to promptly lower the cost of any product purchased through Wayne RESA and its participating entities following a reduction in the manufacturer or publisher's direct cost. Price increases must be approved by Wayne RESA. However, the Contractor must honor previous prices for thirty (30) days after approval and written notification from Wayne RESA if requested. If Contractor has existing cooperative Contracts in place, Wayne RESA requests equal or better than pricing to be submitted.

### **2.2 Administrative Fee**

All pricing submitted to Wayne RESA and its participating entities shall include 2.0% remittance fee to be remitted to CoPro+ by the Contractor on a quarterly basis. Administrative fees will be paid against actual sales volume for each quarter. It is the Contractor's responsibility to keep all pricing up to date and on file with Wayne RESA/CoPro+. All price changes shall be presented to Wayne RESA for acceptance, using the same format as was accepted in the original Contract.



## **SECTION 3.0 - TERMS AND CONDITIONS**

### **1. Wayne RESA Rights & Responsibilities**

Wayne RESA has the right to amend a bid by one or more written addendums. Wayne RESA is responsible only for that, which is expressly stated in the solicitation document and any authorized written addenda thereto. Each addendum shall be made available to each person or organization, which Wayne RESA records indicate has received a bid.

Should any such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of Wayne RESA. Wayne RESA is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

### **2. Conflict of Interest**

No Wayne RESA employee or agent whose position in Wayne RESA enables him/her to influence the selection of a Supplier for this Solicitation, or any competing solicitation, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Supplier.

### **3. Gratuities**

It is improper for any Wayne RESA officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Master Agreement or that the Proposer's failure to provide such consideration may negatively affect Wayne RESA's consideration of the Proposer's submission.

A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne RESA officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Master Agreement.

### **4. Laws**



#### *4.1 General Authority*

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

#### *4.2 Compliance with Laws*

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

#### *4.3 Jurisdiction*

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Wayne RESA, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or forum non-conveniens. The Contractor must appoint agents in the State of Michigan to receive service of process.

#### *4.4 Nondiscrimination*

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

#### *4.5 Unfair Labor Practices*

Under 1980 PA 278, MCL 423.321, et seq., Wayne RESA must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of Wayne RESA, in relation to the Contract, must not enter into a Contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, Wayne RESA may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.



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#### *4.6 Environmental Provision*

For the purposes of this section, "Hazardous Materials" include asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state, or local laws governing the protection of the public health, natural resources, or the environment:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. Wayne RESA must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify Wayne RESA; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) Wayne RESA may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials. Wayne RESA may remove the Hazardous Material, render it harmless, or terminate the affected work for Wayne RESA's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to applicable laws.

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the products and services.

#### *4.7 Freedom of Information*

This Contract and all information submitted to Wayne RESA by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

#### *4.8 Abusive Labor Practices*

The Contractor may not furnish any deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.



“Forced or indentured child labor” means all work or service (1) exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or (2) performed by any person under the age of 18 under a Contract the enforcement of which can be accomplished by process or penalties.

## 5. General Provisions

### 5.1 Bankruptcy and Insolvency

Wayne RESA may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method Wayne RESA deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within thirty (30) days;
- (c) the Contractor becomes insolvent or a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can provide the deliverable(s) under this Contract.

Contractor will place appropriate notices or labels on the work-in-progress to indicate ownership by Wayne RESA. To the extent reasonably possible, work-in-progress must be stored separately from other stock and marked conspicuously with labels indicating Wayne RESA ownership.

### 5.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the solicitation and this Contract or the project to which it relates will not be made without prior approval by Wayne RESA, and only in accordance with the instructions from Wayne RESA.

### 5.3 Antitrust Assignment

The Contractor assigns to Wayne RESA any claim for overcharges resulting from county or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract.

### 5.4 Legal Effect

Wayne RESA is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.3, Quotes/Order/Delivery/Inspection.



### *5.5 Entire Agreement*

This Contract constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, whether written or oral. All attachments and exhibits specifically referenced and attached to this Contract are hereby incorporated by reference in their entirety and form an integral part of this Contract.

### *5.6 Order of Precedence*

In the event of any inconsistency or conflict between the documents forming this Contract, such inconsistency shall be resolved by giving precedence in the following descending order:

- (a) Attachment B – COVID & ARPA Federal Requirements (if WRESA funding source requires)
- (b) Mandatory sections (Contract Term, Legal Effect, Insurance, Indemnification, Termination, Governing Law, Limitation of Liability);
- (c) The most recent Statement of Work expressly made part of this Contract;
- (d) The Terms and Conditions as set forth in Section 3.0 of this Contract, excluding the sections listed in subsection (a);
- (e) Attachment A – Pricing
- (f) Any Purchase Order, Direct Voucher, or Procurement Card Order issued pursuant to this Contract;
- (g) Attachment C – RFP Requirements and Proposer's Response to the RFP;
- (h) Any other document expressly incorporated by reference into this Contract.

Future amendments or additional Statements of Work, once duly executed, shall take precedence over the corresponding sections of this Contract.

### *5.7 Headings*

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

### *5.8 Reformation and Severability*

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

### *5.9 Approval*

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.



### *5.10 No Waiver of Default*

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

### *5.11 Survival*

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

### *5.12 Electronic Payment Requirement*

The Contractor must state if they are able to receive electronic fund transfer (EFT) payments.

### *5.13 Cooperation with Third Parties*

The Contractor and its Subcontractors must cooperate with Wayne RESA and its agents and other Contractors, including Wayne RESA's quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

### *5.14 Relationship of the Parties*

The relationship between Wayne RESA and Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of Wayne RESA. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

### *5.15 Time of Performance*

(a) The Contractor must immediately notify Wayne RESA upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Wayne RESA-approved delivery schedule and must inform Wayne RESA of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by Wayne RESA has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify Wayne RESA and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by Wayne RESA



### 5.16 *Excusable Failure*

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its Contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the deliverable(s) for more than 10 days, and Wayne RESA reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to Wayne RESA, Wayne RESA may: (a) procure the affected deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from Wayne RESA as a result of any Excusable Failure or to payments for deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.



### *5.17 Retention of Records*

- (a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).
- (b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### *5.18 Examination of Records*

Wayne RESA, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. Wayne RESA does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

### *5.19 Audit Resolution*

If necessary, the Contractor and Wayne RESA will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within thirty (30) days after receiving the report, unless the report specifies a shorter response time. The Contractor and Wayne RESA must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### *5.20 Errors*

- (a) If an audit reveals any financial errors in the records provided to Wayne RESA, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within forty-five (45) days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, if the difference between Wayne RESA's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

### *5.21 Disclosure of Litigation*

- (a) Within thirty (30) days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:



- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation proceeding;
- (iii) A proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.
- (b) Information provided to Wayne RESA from the Contractor's publicly filed documents will satisfy the requirements of this Section.
- (c) If any proceeding that is disclosed to Wayne RESA or of which Wayne RESA otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about:
  - (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or
  - (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide Wayne RESA all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

### **5.22 Other Disclosures**

The Contractor must notify Wayne RESA Administrator within thirty (30) days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

### **5.23 CoPro+ Requirements**

- (a) The Contractor will work with CoPro+ to ensure that all purchasers are members before extending the Contract pricing.
- (b) To the extent that CoPro+ Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.
- (c) The Contractor must submit invoices to and receive payment from CoPro+ Members, Participating Entities, on a direct and individual basis.

### **5.24 Bid Protest Process**



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Bid protests are filed by Vendors because they seek to remedy a wrong, actual or perceived, which could inflict or has inflicted injury or hardship to their company as a result of some action taken by Wayne RESA during the solicitation process. Common reasons for Vendors filing a bid protest include:

- The Master Agreement was awarded to Vendor with higher prices.
- The Vendor proposal was rejected for invalid reasons.
- The Vendor awarded the resultant Master Agreement did not comply with solicitation specifications.

## 1. General Authority

Wayne RESA Administrator maintains the exclusive authority and responsibility to purchase and rent all materials, supplies and equipment, furnishings, fixtures and all other personal property for use by Wayne RESA departments, districts or agencies which are governed by Wayne RESA's Board.

## 2. Protest Procedure

Upon a determination of Vendor selection from a bid process, the Purchasing Agent will post a "Notice of Intent to Award" on Wayne RESA's bid website, and notify all solicitation participants of the intended award via email.

- A. Non-selected Vendors will have three (3) business days from the date the notice is posted to file a formal bid protest with Wayne RESA Administrator or the designee.
- B. The bid protest, which must be received by Wayne RESA Administrator or designee within the three (3) day period, shall be in writing, and include the specific facts, circumstances, reasons and/or basis for the protest. This written notice may be in the form of a letter, fax or email.
- C. Upon execution of the Master Agreement with the selected Vendor, Wayne RESA Administrator or designee will not take action on a bid protest, but a written response will be provided to the protesting Vendor.
- D. If a Vendor's bid protest is appropriately filed, Wayne RESA Administrator or designee may delay the award of the Master Agreement until the matter is resolved.
- E. Notwithstanding the foregoing, throughout the bid protest review process, Wayne RESA has no obligation to delay or otherwise postpone an award of a Master Agreement based on a bid protest. In all cases, Wayne RESA reserves the right to make an award when it is determined to be in the best interest of Wayne RESA to do so.
- F. Wayne RESA Administrator or designee will respond to all bid protests in a timely manner.

## 6. Insurance

### 6.1 Liability Insurance

For the purpose of this Section, "Wayne RESA" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:



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- (i) Wayne RESA, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, Wayne RESA is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without Wayne RESA's approval, Wayne RESA may, after giving the Contractor at least thirty (30) days notice, pay the premium or procure similar insurance coverage from another company or companies. Wayne RESA may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(b) The Contractor must:

- (i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect Wayne RESA from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (ii) waive all rights against Wayne RESA for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by Wayne RESA
- (iv) obtain insurance, unless Wayne RESA approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by Wayne RESA. All policies of insurance must be issued by companies that have been approved to do business in Wayne RESA
- (v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (vi) pay all deductibles.



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<b>Commercial General Liability Insurance</b>	
<u>Minimum Limits:</u>  \$1,000,000 Per Occurrence	Contractor must have their policy endorsed to add: "Wayne RESA, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u>  Applicable laws governing work activities	
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u>  \$1,000,000 Each occurrence	
<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u>  \$1,000,000 Combined single limit each occurrence	Contractor must have their policy endorsed to add: "Wayne RESA, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimum Limits:</u>  \$4,000,000 Each occurrence excess of underlying; \$4,000,000 Products/Completed operations aggregate excess of underlying	
<b>Privacy &amp; Security Liability (Cyber Liability) Insurance</b>	
<u>Minimum Limits:</u>  \$1,000,000	

## 6.2 Subcontractor Insurance Coverage

Except where Wayne RESA has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 6.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.



### *6.3 Certificates of Insurance and Other Requirements*

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that Wayne RESA and its agents, officers, and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy. The Contractor must provide Wayne RESA Administrator with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 6.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without thirty (30) days prior notice, except for ten (10) days for nonpayment of premium, to Wayne RESA Administrator.

## 7. Indemnification

### *7.1 General Indemnification*

To the extent permitted by law, the Contractor must indemnify, defend, and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### *7.2 Employee Indemnification*

In any claims against Wayne RESA, its departments, agencies, commissions, officers, employees, and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation will not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts, or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### *7.3 Patent/Copyright Infringement Indemnification*

(a) To the extent permitted by law, the Contractor must indemnify and hold Wayne RESA harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties)



resulting from any action threatened or brought against Wayne RESA to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in Wayne RESA's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to Wayne RESA's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by Wayne RESA with appropriate credits to Wayne RESA against the Contractor's charges and reimburse Wayne RESA for any losses or costs incurred as a consequence of Wayne RESA ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend Wayne RESA for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of Wayne RESA; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by Wayne RESA; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

#### *7.4 Continuing Obligation*

The Contractor's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

#### *7.5 Limitation of Liability*

Neither the Contractor nor Wayne RESA is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this.



## 8. Warranties

### 8.1 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the Contract's requirements.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to Wayne RESA by Contractor or developed by the Contractor for this Contract, and Contractor has all of the rights necessary to convey to Wayne RESA the ownership rights or licensed use, as applicable, of any Deliverable(s). None of the Deliverable(s) provided by Contractor to Wayne RESA, nor their use by Wayne RESA, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.
- (d) If the Contractor procures any equipment, software, or other Deliverable(s) for Wayne RESA (including equipment, software, and other Deliverable(s) manufactured, re-marketed or otherwise sold by the Contractor or under the Contractor's name), then the Contractor must assign or otherwise transfer to Wayne RESA or its designees, or afford Wayne RESA the benefits of, any manufacturer's warranty for the Deliverable(s).
- (e) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to Wayne RESA or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify Wayne RESA about the nature of any conflict or appearance of impropriety within two days of learning about it.
- (h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of Wayne RESA would be influenced. The Contractor must not attempt to influence any Wayne RESA employee by the direct or indirect offer of anything of value.



- (i) Neither the Contractor nor any affiliates, nor any employee of either, has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Contractor or the affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The Contractor arrived at its proposed prices independently, without communication or agreement with any other Proposer for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other Proposer before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by the Contractor to Wayne RESA in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.
- (l) All written information furnished to Wayne RESA by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.
- (m) It will immediately notify Wayne RESA Administrator if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract is awarded.

### ***8.2 Warranty of Merchantability***

The Deliverable(s) provided by the Contractor must be merchantable.

### ***8.3 Warranty of Fitness for a Particular Purpose***

*The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.*

### ***8.4 Warranty of Title***

The Contractor must convey good title to any Deliverable(s) provided to Wayne RESA. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which Wayne RESA, at the time of Contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.



### *8.5 Consequences for Breach*

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 8, Warranties, the breach may be considered a material default.

## **9. Contract Administration**

### *9.1 Issuing Office*

This Contract is issued by Wayne RESA on behalf of all counties and local units of government. Wayne RESA Administrator or designee is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications. The Contract Administrator will be designated at the time of the Contract award.

### *9.2 Contract Administrator*

The Contract Administrator will monitor and coordinate Contract activities on a day-to-day basis.

### *9.3 Contract Changes*

(a) If Wayne RESA requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify Wayne RESA before performing the requested activities. If the Contractor fails to notify Wayne RESA, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of Wayne RESA, retract any out-of-scope work that would adversely affect the Contract.

(b) Wayne RESA or the Contractor may propose changes to the Contract. If the Contractor or Wayne RESA requests a change to the Deliverable(s) or if Wayne RESA requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, Wayne RESA Administrator will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until Wayne RESA issues a duly executed Contract Change Notice for the proposed change.

### *9.4 Price Changes*

Prices quoted on all bids, are the maximum for a period of 365 days from the date the Contract becomes effective. Requested changes may include increases or



decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

- (a) Wayne RESA may request a review upon thirty (30) days written notice that specifies what deliverable is being reviewed. At the review, each party may present supporting information including information created by, presented, or received from third parties.
- (b) Following the presentation of supporting information, both parties will have thirty (30) days to review the supporting information and prepare any written response.
- (c) In the event the review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the review reveals that changes may be recommended, both parties will negotiate in good faith for thirty (30) days unless extended by mutual agreement of the parties.
- (d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then Wayne RESA may elect to exercise the next one-year option, if available.
- (e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then Wayne RESA may eliminate all remaining Contract renewal options.
- (f) Any changes based on the review must be implemented through the issuance of a Contract Change Notice.

### 9.5 *Covenant of Good Faith*

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

### 9.6 *Assignments*

- (a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. Wayne RESA may, however, assign this Contract to any other Wayne RESA, or local unit of government without the prior approval of the Contractor.
- (b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify Wayne RESA and provide adequate information about the assignee at least ninety (90) days before the proposed assignment or as otherwise provided by law or court order. Wayne RESA may withhold approval from proposed assignments, subcontracts, or novations if Wayne RESA determines, in its sole discretion, that the transfer of responsibility would decrease Wayne



RESA's likelihood of receiving performance on the Contract or Wayne RESA's ability to recover damages.

(c) If Wayne RESA permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its Contractual duties. All payments must continue to be made to one entity.

#### 9.7 *Criminal Background Checks*

Supplier hereby certifies that any employees, subcontractors and volunteers of the Supplier who will have duties related to the Contracted services; have passed a Wayne RESA criminal history background check if required.

### 10. Acceptance of Deliverables

#### 10.1 *Delivery Responsibilities*

Unless otherwise specified by Wayne RESA, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the deliverable(s) by the applicable delivery date to the location(s) specified in the SOW or individual Purchase Order.
- (b) The Contractor must ship the deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) Wayne RESA will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

#### 10.2 *Process for Acceptance of Deliverable(s)*

Wayne RESA's review period for acceptance of the deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify Wayne RESA's review period, it is by default thirty (30) days for a deliverable (Wayne RESA Review Period). Wayne RESA will notify the Contractor by the end of Wayne RESA Review Period that either:

- (a) the deliverable is accepted in the form delivered by the Contractor;
- (b) the deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the deliverable.

If Wayne RESA delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within thirty (30) Days resubmit the deliverable(s) with an explanation that demonstrates all corrections have been made to the original deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected deliverable from the Contractor, Wayne RESA will have a reasonable additional period of time, not to exceed thirty (30) Days, to accept the corrected deliverable.



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### 10.3

#### *Acceptance of Deliverable(s)*

- (a) Wayne RESA's obligation to comply with any Wayne RESA Review Period is conditioned on the timely delivery of the deliverable(s). Wayne RESA Review Period will begin on the first business day following Wayne RESA's receipt of the deliverable(s).
- (b) Wayne RESA may inspect the deliverable to confirm that all components have been delivered without material deficiencies. If Wayne RESA determines that the deliverable or one of its components has material deficiencies, Wayne RESA may reject the deliverable without performing any further inspection or testing.
- (c) Wayne RESA will only approve a deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. Wayne RESA may, in its discretion, conditionally approve a deliverable that contains material deficiencies if Wayne RESA elects to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct within a reasonable time at the Contractor's expense, all deficiencies in the deliverable that remain outstanding at the time of Wayne RESA approval.
- (d) If, after three opportunities the Contractor is unable to correct all deficiencies, Wayne RESA may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the Contract price plus an additional amount equal to 10% of Wayne RESA's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, Wayne RESA cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat Wayne RESA Review Period that could reasonably have been discovered during a prior Wayne RESA Review Period.
- (e) Wayne RESA, at any time and in its reasonable discretion, may reject the deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

### 11. Stop Work Order & Termination

#### 11.1 Stop Work Order

Wayne RESA may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to ninety (90) calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, Wayne RESA must either: (a)



terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order.

#### *11.2 Termination of Stop Work Order*

The Contractor must resume work if Wayne RESA terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to Wayne RESA; provided that, Wayne RESA may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 9.3, Contract Changes.

#### *11.3 Allowance of the Contractor's Costs*

If Wayne RESA fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 11.6, Termination by Wayne RESA, and Wayne RESA will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. Wayne RESA is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 11.1, Stop Work.

#### *11.4 Notice and Right to Cure*

If the Contractor breaches the Contract, and Wayne RESA, in its sole discretion, determines that the breach is curable, Wayne RESA will provide the Contractor notice of the breach and a period of at least thirty (30) days to cure the breach. Wayne RESA does not need to provide notice or an opportunity to cure for successive or repeated breaches or if Wayne RESA determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### *11.5 Termination for Cause*

(a) Wayne RESA may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by Wayne RESA

(b) The Contractor must pay all reasonable costs incurred by Wayne RESA in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs Wayne RESA incurs to procure the deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded



by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If Wayne RESA partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those deliverable(s) that are terminated. Wayne RESA must pay for all deliverable(s) for which final acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If Wayne RESA terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 11.6, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

#### *11.6 Termination for Convenience*

Wayne RESA may fully or partially terminate this Contract for its convenience if Wayne RESA determines that a termination is in Wayne RESA's best interest. Reasons for the termination are within the sole discretion of Wayne RESA and may include: (a) Wayne RESA no longer needs the deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for Wayne RESA; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any solicitation issued by Wayne RESA. Wayne RESA may terminate this Contract for its convenience by giving Contractor notice at least thirty (30) days before the date of termination. If Wayne RESA chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those deliverable(s) that are terminated.

#### *11.7 Termination for Criminal Conviction*

Wayne RESA may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a Wayne RESA, public, or private Contract or subcontract.

#### *11.8 Rights and Obligations upon Termination*

(a) If Wayne RESA terminates this Contract for any reason, the Contractor must:

- (i) stop all work as specified in the notice of termination;
- (ii) take any action that may be necessary, or that Wayne RESA may direct, to preserve and protect deliverable(s) or other Wayne RESA property in the Contractor's possession;



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- (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of Wayne RESA;
- (iv) transfer title in and deliver to Wayne RESA, unless otherwise directed, all deliverable(s) intended to be transferred to Wayne RESA at the termination of the Contract (which will be provided to Wayne RESA on an "As-Is" basis except to the extent Wayne RESA compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain Wayne RESA information confidentially.

(b) If Wayne RESA terminates this Contract under Section 11.6, Termination for Convenience, Wayne RESA must pay the Contractor all charges due for deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by Wayne RESA. All completed or partially completed deliverable(s) prepared by the Contractor, at the option of Wayne RESA, become Wayne RESA's property, and the Contractor is entitled to receive equitable compensation for those deliverable(s). Regardless of the basis for the termination, Wayne RESA is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to deliverable(s) not actually completed.

(c) If Wayne RESA terminates this Contract for any reason, Wayne RESA may assume, at its option, any subcontracts and agreements for deliverable(s), and may pursue completion of the deliverable(s) by replacement Contract or as Wayne RESA deems expedient.

#### *11.9 Reservation of Rights*

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

#### *11.10 Contractor Transition Responsibilities*

If this Contract terminates under, Termination by Wayne RESA, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to Wayne RESA or a third party designated by Wayne RESA within a reasonable period of time that does not exceed thirty (30) days from the date of termination. The Contractor must provide any required reports and documentation.

#### *11.11 Termination by Contractor*

If Wayne RESA breaches the Contract and the Contractor, in its sole discretion, determines that the breach is curable, the Contractor will then provide Wayne



RESA with notice of the breach and a time period (not less than thirty (30) days) to cure the breach.

The Contractor may terminate this Contract if Wayne RESA: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that

makes it impossible or commercially impractical for the Contractor to complete the deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 4.10, Dispute Resolution, before it terminates the Contract.

## **12. Additional Contract Terms**

### ***12.1 COVID and ARPA Federal Requirements***

Wayne RESA has sought to obtain federal funding to augment its response to the COVID-19 pandemic. Attachment B includes regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under this Contract and is attached and incorporated by reference herein to the Master Agreement/Contract (the "Contract")



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## ATTACHMENT A – PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, travel, maintenance, and potential costs that the Contractor may charge (e.g., shipping and handling, per piece pricing, and palletizing).

Product Description	Qty	Price
Take-Home Decodables Pre-K to 5th Grade - English or Spanish Packs	1	\$411.95 per student
Pre-K to 5th Grade English Libraries Six Sets of Titles Per Library	1 Library	\$15,151.20 per library
Kindergarten to 2nd Grade English Libraries Six Sets of Titles Per Library	1 Library	\$10,015.20 per library
Birth - 3 Board Books - 39 Books, 78 Videos	1 Set	\$365.12 per set
In-Person Implementation Symposium	1	\$5,000

***Contractor will extend a 2% discount to WRESA as well as any districts or agencies who use the cooperative language in the Contract***



## ATTACHMENT B - COVID & ARPA FEDERAL REQUIREMENTS

### **I. Procurement Policy**

Procurement for Wayne RESA has provided a transparent, open, and fair opportunity for all eligible Contractors to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Contractor must have available Contract or purchase order with the required approvals to receive payment for goods or services rendered. If the Contractor performs any work without a valid Contract or purchase order, the Contractor will not be paid.

In addition to other provisions required by the Federal agency or non-Federal entity, all Contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, Contractual, or legal remedies in instances where Contractors violate or breach Contract terms, and provide for such sanctions and penalties as appropriate.

(B) All Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### **II. Bonds and Insurance Requirements**

Receipt of bonds and/or insurance is part of the process of determining which Contractor may be recommended for award to the Board. If cause is found to change the recommendation that a Contractor be awarded the Contract, or if the Board does not approve the recommendation, Wayne RESA shall not be liable for any costs incurred by the Contractor in the bid process, including the cost of acquiring bonds and/or insurance. This Section is applicable only to Contracts pertaining to construction or facility improvement.

### **III. Equal Employment Opportunity**

Except as otherwise provided under 41 C.F.R. Part 60, all Contracts that meet the definition of “federally assisted construction Contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take



affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



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The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(h) Wayne RESA further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if Wayne RESA so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. Wayne RESA agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. Wayne RESA further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Wayne RESA agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Wayne RESA under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Wayne RESA; and refer the case to the Department of Justice for appropriate legal proceedings.

#### IV. Federal Compliance

(a) Consistent with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), the parties agree all transactions regarding this Contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. §§ 3141- 3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Contractor shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

- i. Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148). When required by Federal program legislation, all prime construction Contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").



- ii. In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week.
- iii. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or subcontract must be conditioned upon the acceptance of the wage determination.
- iv. The Act provides that the Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the Copeland Anti-Kickback Act, the parties agree as follows:

- a. The Contractor must report all suspected or reported violations to Wayne RESA and Federal awarding agency. The Contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- c. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- d. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- e. The Act provides that the Contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- f. This subsection (b) is applicable only to the extent the Contract pertains to construction work,

(c) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**, the parties agree as follows:



1. Where applicable, all Contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
2. Under 40 U.S.C. § 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
3. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.
  - a. No Contractor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- b. Wayne RESA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal Contract with the same prime Contractor, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- c. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be



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responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- d. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(d) Consistent with the **Clean Air Act (42 U.S.C. §§ 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)**, the parties agree as follows:

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to Wayne RESA and understands and agrees that the Contractor will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract in excess of \$150,000. Contract shall ensure each subcontract include provisions that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- e. The Contractor agrees to report each violation to Wayne RESA and understands and agrees that Wayne RESA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- f. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00),

(e) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, the parties agree as follows:

Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- a. Contractors who apply or bid for an award exceeding \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal



appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352.

- b. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.(J) See §200.323., (K) See §200.216., (L) See §200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
- c. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(f) Debarment and Suspension.

Debarment and Suspension (Executive Orders 12549 and 12689)—A Contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Contractor. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.



- a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,  
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(h) Prohibition of Certain Telecommunication Services and Equipment.

- a. Recipients, subrecipients or Contractor are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a Contract to procure or obtain; or (iii) enter into a Contract (or extend or renew a Contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



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c. See Public Law 115-232, section 889 for additional information. See also §200.471.

(i) Records Requirements.

- a. The Contractor agrees to provide Wayne RESA, the FEMA Administrator, and the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce, by any means whatsoever, or to copy excerpts and transcriptions as reasonably required.
- c. The Contractor agrees to provide the FEMA Administrator, Wayne RESA and the Federal awarding agency or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- d. In compliance with the Disaster Recovery Act of 2018, Wayne RESA and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- e. This subsection (i) is applicable only to Contracts pertaining to construction or facility improvement.

(j) Domestic Preferences for Procurements.

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Contracts and purchase orders for work or products this award.
  - i. For purposes of this section: (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(k) Federal Acquisitions Regulation Compliance.

- a. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (unusual and compelling urgency). The Contractor shall comply with 10 U.S.C. § 2304(c)(2) or 41 U.S.C. §



3304(a)(2), as well as Title 2 C.F.R. 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:

(a) Authority.

- (1) Citations: 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2).
- (2) When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.

(b) Application. This authority applies in those situations where-

- (1) An unusual and compelling urgency precludes full and open competition; and
- (2) Delay in award of a Contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

- (1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after Contract award when preparation and approval prior to award would unreasonably delay the acquisition.
- (2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

- (1) The total period of performance of a Contract awarded or modified using this authority-
  - (i) May not exceed the time necessary:
    - (A) To meet the unusual and compelling requirements of the work to be performed under the Contract; and
    - (B) For the agency to enter into another Contract for the required goods and services through the use of competitive procedures; and
  - (ii) May not exceed one year, including all options, unless the head of the agency determines that exceptional circumstances apply. This determination must be documented in the Contract file.
- (2) (i) Any subsequent modification using this authority, which will extend the period of performance beyond one year under this same authority, requires a separate determination. This determination is only required if the cumulative period of performance using this authority exceeds one year. This requirement does not apply to the exercise of options previously addressed in the determination required at paragraph (d)(1)(ii) of this section. (ii) The



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determination shall be approved at the same level as the level to which the agency head authority in paragraph (d)(1)(ii) of this section is delegated.

- (3) The requirements in paragraphs (d)(1) and (2) of this section shall apply to any Contract in an amount greater than the simplified acquisition threshold.
- (4) The determination of exceptional circumstances is in addition to the approval of the justification in 6.304.
- (5) The determination may be made after Contract award when making the determination prior to award would unreasonably delay the acquisition.

b. This subsection (i) is applicable only to Contracts involving the receipt of Federal Transit Administration funding.

(l) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 C.F.R. §401.2 (a) and the recipient, subrecipient or Contractor wishes to enter into a Contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.



## ATTACHMENT C –RFP REQUIREMENTS AND PROPOSER’S RESPONSE

Attachment C, encompasses the complete set of requirements as outlined in the Request for Proposal (RFP) **WRESA-08-2023-2024-09** and the corresponding response submitted by **Just Right Reader, Inc.** The proposer's response, included herein, details how the proposer intends to satisfy the RFP requirements and is incorporated into the Contract as a binding commitment. The contents of this attachment form an integral part of the Contract and should be read in conjunction with the other Contractual documents as specified in the Order of Precedence (Section 5.6 of the Contract). The RFP requirements and the proposer's response are to be used as a baseline for performance expectations and deliverable standards throughout the duration of the Contract.

### **Scope of Work**

Deliverables, Objectives, and Requirements

***Access to High-Quality Texts: Provide students and teachers with access to a diverse comprehensive collection of high-quality nonfiction and fictional texts.***

In line with Wayne RESA's commitment to providing high-quality instructional materials for students and teachers, we propose integrating Just Right Reader Decodables into current ELA programs for Pre-K through 5th-grade students. To equip students and teachers with a diverse, comprehensive collection of high-quality nonfiction and fictional texts, thus enhancing students' foundational reading skills and exposure to diverse narratives.

### **Evidence & Research-Based Data from the Science of Reading:**

- Phonemic Awareness & Decoding: According to the Science of Reading, phonemic awareness is pivotal in the early stages of reading development. Just Right Reader Decodables are designed to enhance this skill, enabling students to decode words effortlessly.
- Connection Between Decoding & Comprehension: Effective decoding is a precursor to reading comprehension. By strengthening students' decoding abilities, we pave the way for better awareness in later stages, as supported by numerous studies in the Science of Reading.
- Cumulative Practice: The Science of Reading emphasizes the importance of cumulative practice. Just Right Reader Decodables introduce and revisit phonics patterns, ensuring students practice and master skills before moving on to more complex texts.
- High-Quality Texts: Research shows that students' exposure to high-quality texts increases their literacy and comprehension skills. The decodables provide such exposure, further supported by the Science of Reading.

### **Features & Benefits of Just Right Reader Decodables:**



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- Diverse Collection: These decodables present a myriad of topics, ensuring relevance and representation for all students.
- Designed for Varied Levels: Catering from Pre-K to 5th grade, they provide age-appropriate challenges and nurture growth.
- Quality Content: Known for their engaging narratives and meticulously crafted content, they stimulate and sustain young readers' interest.
- Complements Core ELA Programs: They seamlessly align with our existing ELA programs, enhancing value without causing disruption.

#### **Alignment to Michigan English Language Arts Standards:**

- JRR Decodables reinforce Michigan ELA Learning Standards through an explicit scope and sequence.
- The program's progression, designed to support students at all reading levels, including emergent and accelerated readers, intends to meet the College and Career Ready outcomes of the Michigan ELA Learning Standards. The primary outcomes we assist with achieving include but are not limited to demonstrating independent reading through our Take-Home Decodables Program and the support of our QR phonics lessons, which support students when reading independently. The digital lessons also provide the use of technology and digital media. Students gain insight into other perspectives and cultures as Just Right Reader Decodables depict all students and cultures in America's schools.
- Through phonics progression, texts become increasingly challenging while incorporating previously learned vocabulary and skills to reinforce college and career readiness.
- JRR teacher lesson plans, designed for each title in the library, offer students opportunities to make connections between the text, their experiences, and background knowledge to gain comprehension.
- Teacher lessons in small group and whole group reading sessions help students interpret words and phrases in a text and analyze how specific word choices shape meaning or tone.
- Using fictional and informational texts provides students with knowledge of text complexity. The high volume of titles in the JRR library also offers a more equitable learning experience for all students and their varying levels of interest.

#### **Evidence-Based Science of Reading Decodables**

Just Right Reader Decodables align with the Science of Reading by providing short, fiction, and nonfiction texts designed to promote the use of the core skills of early reading. Our decodables have been created by early reading experts and backed by literacy researchers Dr. Ray Rueztel and Dr. Heidi Anne Mesmer. These decodables align with the Science of Reading research by providing alphabetic knowledge acquisition and practice from the initial stages of reading.

Our early decodables ensure kids get alphabetic knowledge under control from the beginning of their reading journey, as the Science of Reading research demonstrates. As students



progress, they advance to phonological awareness, blending, segmenting, and working with high-frequency words. The progression of embedded practice coupled with the explicit scope and sequence we designed further demonstrates the alignment to the Science of Reading.

Just Right Reader decodables are designed so children are consistently offered multiple opportunities to encounter the phonics elements for an interleaved practice where it appears in a different form than just a word on a flashcard, a word, and a list, or a word on a computer projection. We are committed to offering decodables of high interest to kids to include appealing topics and provide good practice. The result is highly engaging, culturally relevant decodables kids want to read and read often.

### **Methodology**

Just Right Reader decodables supplement structured literacy and phonics instruction in Kindergarten through 5th grade. Our extensive libraries of authentic and engaging fiction and nonfiction decodables give students targeted phonics practice in real reading experiences in English and Spanish. Each decodable includes a video phonics lesson in [English](#) and [Spanish](#) to reinforce foundational skills in small groups, independent practice, and at home. Relevant stories, diverse characters, and colorful illustrations provide a high-quality learning experience that's meaningful to students' lives and motivates them to read. Our content-rich texts offer students high-quality materials to build foundational skills in the core areas of reading. Our teacher resources were designed to provide educators with tools that fill the gaps that Core ELA programs often present. We intended to reduce the burden of teachers they encounter when searching for high-quality, robust supplemental literacy materials.

With decodables that follow a progression, students read books that include the phonetic code they've learned. Just Right Reader decodables supplement any [Science of Reading phonics curriculum](#) and focus on the five literacy skills - phonemic awareness, phonics, fluency, vocabulary, comprehension, and writing.

### **Just Right Reader Instructional Outcome Goals**

- Provide districts with evidence-based supplemental literacy materials for students, teachers, and families that support skill-building in core reading skills: phonemic awareness, phonics, fluency, vocabulary, comprehension, and writing.
- Promote literacy as a universal skill by supporting every student to master foundational reading skills to become proficient readers.
- Increase access to a high volume of reading material, culturally relevant content, and learning opportunities that meet each student's unique needs.
- Close the achievement gap by ensuring equitable educational rigor and resources.

### **Explicit and Systematic Instruction**

Just Right Reader supports teachers through targeted teaching to meet current learning needs, combines explicit phonics instruction with active and thought-provoking practice, and develops the automaticity needed to comprehend complex grade-level text. The Science of Reading best represents a structured phonics program because decoding and linguistic



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comprehension depend on one another. Our [lesson plans](#) support teachers in creating a supplemental reading program students can achieve independently or within small groups. Our explicit [English](#) and [Spanish](#) scope and sequence ensure teachers follow an appropriate progression of systematic instruction. Our robust [library of titles](#), which offers students ample opportunities for guided repetition and practice, sets us aside from any other decodable provider on the market.

“When the brain encounters a word repeatedly, it builds neural networks for the spelling, pronunciation, and meaning of the word. Scientists believe a model of this word that includes the information in all these networks will eventually be formed and stored in the brain, referred to as the word form area...It is through explicit phonics instruction that these word form networks are created.” Marilee Sprenger, [Wiring the Brain for Reading: Brain-Based Strategies For Teaching Literacy](#), pages 106–107.

Just Right Reader Decodables are unique because they provide students with various avenues to develop background knowledge. Our print and digital tools offer knowledge and mastery in a carefully developed explicit and systematic delivery. Unlike any other decodable on the market, Just Right Reader offers a QR code leading the reader to a short informational phonics video in English or Spanish. These videos help bridge the gap between classroom instruction and home support by parents and caregivers. Families no longer need to wonder if their child is practicing the correct set of skills at home. Our family engagement component helps support systematic phonics instruction easily and without stress.

### **Sequential Scope and Sequence - Endorsed by Dr. Ray Reuztel, Ph.D.**

Our methodology for designing decodables includes multiple books in the same skill set. Each book is progressive and includes a phonics lesson that supports readers through repetition and reinforcement. Phonics instruction must integrate rigorous, research-driven content to create successful, independent readers. Our decodable books are different, opening emerging readers' neural pathways with structured practice in the context of meaningful reading. This leads to the orthographic mapping that results in confident, independent readers. Just Right Reader decodables maximize the benefits of teaching with targeted, explicit word attack strategies with sequential, systematic decoding strategies seamlessly built into increasingly complex texts. With more than 450 titles, teachers and families can differentiate practice for all learners, whether they are ready for CVC words, vowel team combinations, or the most complex words in context, including open and closed syllables.

#### [\*\*English Scope and Sequence\*\*](#)

#### [\*\*Spanish Scope and Sequence\*\*](#)

### **Just Right Reader Phonics Progression**

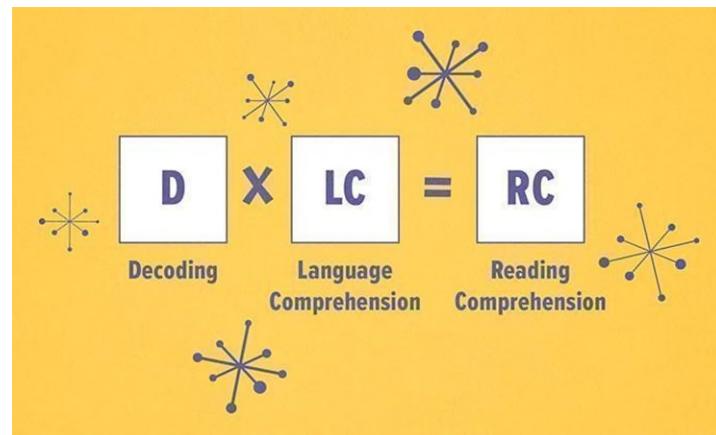
Just Right Reader supports teachers through the Science of Reading and targeted teaching to meet current learning needs, combines explicit phonics instruction with active and thought-provoking practice, and develops the automaticity needed to comprehend complex grade-level text. We believe the Science of Reading best represents a structured phonics program because



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decoding and linguistic comprehension depend on one another. See below, [Reading Comprehension Formula](#).



**Reading Comprehension Formula.** Cutting, L., & Scarborough, H. (2012). Multiple bases for comprehension difficulties: The potential of cognition and neurobiological profiling for validation of subtypes and development of assessments. In T. O. J.P. Sabatini (Ed.), *Reaching an understanding: Innovations in how we view reading assessment*. R&L Education.

### [Decodables Grounded in Research—Backed by Dr. Heidi Anne Mesmer](#)

Research reveals that decodable text significantly affects beginning reading skills. The positive impact of this teaching method is measurable through standardized assessments, such as the Woodcock Reading Mastery Test, as well as more informal phonics, spelling, and reading aptitude instruments. In addition to reading practice with decodable text, phonics instruction also positively impacts spelling ability, demonstrated in students' independent writing. Using controlled text as an alternative to traditional trade literature for phonics lesson follow-up is preferable for getting young children off to the best start in learning to read. Furthermore, the results indicate that children gain self-confidence, leading to reading enjoyment. Thus, decodable texts can be engaging and motivating for students. Most importantly, the evidence is that they make a significant difference in teaching young children to read. (Sadlier School Professional Development Series, *A Research Study on the Effects of Using Decodable Texts with Systematic Phonics Instruction*. Blevins, 2019.)

Our decodables provide an authentic and rigorous learning experience that engages the reader to relate to the content and become motivated to read. With books progressing across a phonics continuum, students read within a challenging and engaging range. Our fiction books have interesting stories students relate to, and our non-fiction books break down abstract concepts while providing real-life, everyday examples. This learning experience provides students with the confidence to excel at reading.



The decodables promote explicit instruction in phonics for grades Kindergarten through Fifth grade. The volume of texts we offer within these grades creates an inherently repetitive model for learning because the stories are engaging and interesting.

## **Alignment to the Science of Reading in Active Reading Practice & Application Includes:**

- Word recognition for decodable words is explicitly taught through letter-sound correspondence and word analysis skills. It is not taught by visual guessing, the shape of the word, or the use of context clues. Words that cannot be sounded out are explicitly taught as high-frequency words.
- Phonics skills are practiced by applying letter-sound knowledge in decodable texts that match the phonics elements taught, supporting phonic decoding.
- There is a specific sequence of instruction, from simple to complex, and an instructional process that includes direct instruction in the target skill and practice that includes a high level of teacher-student interaction.
- Fluency is an explicit focus that is modeled by the teacher, student practice focuses on accuracy and automaticity, and students receive frequent feedback on progress.
- Comprehension monitoring and strategies for building comprehension are explicitly taught and practiced.
- Vocabulary instruction is systematic and explicit for words not in students' speaking vocabulary.
- A variety of texts, narrative and informational, are taught and used to develop students' background knowledge.

### **Instructional Approach**

Just Right Reader decodables combine decoding and comprehension through structured, explicit, and cumulative reading material. Our classroom libraries, available in sets of six, provide small groups with high-quality reading materials that reinforce phonics skills. Our unique Take-Home Decodables ensure every student has access to high-quality, engaging, and authentic reading material at home, including video lessons in English and Spanish that support students' phonics skills and research-based activities that motivate them to read. We use student reading data to curate customized packs of decodables for each student. With 11 rounds of decodables, students receive a pack each month to help them build phonics skills and ultimately have over 120 books in their home for a more equitable reading experience.

In addition to our print text, we also use and understand the impact of digital content to support overall literacy instruction. As such, students can access a phonics lesson by scanning a QR code with any smart device on each book to combine all the concepts and deepen their background knowledge. Students need digital text concepts to be taught explicitly and systematically. Our decodables have robust print and digital elements because, coupled together, they create a more well-rounded literacy experience.



### **Unique Product Attributes**

Each decodable includes a phonics lesson in English and Spanish, easily accessible through a QR Code. This code can be scanned with any smartphone or tablet. The lesson, offered in English and Spanish, supports parents and caregivers in guiding their children with at-home reading properly. The caliber of reading within the home drastically differs when families are empowered with the tools they need to promote good reading skills, correct sounds and comprehension skills, and feel positive about at-home learning.

- Letter Recognition
- Blending and Segmenting
- Isolate and Pronounce CVC Words
- Recall Stories from Fictional Content and Informational Text
- Read High-Frequency Words
- Comprehend Picture and Text Relationship
- Regularly Decoding One-Syllable Words
- Recognize Elements of Sentences
- Identify Common Vowel Patterns
- Make Connections Between Characters and Events in Text
- Correctly Utilizing Text Features
- Identify Narrators
- Reading Grade-Level Text with Accuracy and Comprehension

### **Focus on Informational Text**

Our science nonfiction series focuses primarily on earth sciences. We have a Planets Series, Everglades Series, and Exploration Series, which includes Caves, Deserts, and Swamps. Our science books feature mysterious places and exciting topics like cave spelunking and exploring richly diverse ecosystems. Our robust selection of informational texts helps support all students by fulfilling the desire for fiction and non-fiction texts, as not every child will want to read fiction books. Research suggests that using informational text is a vehicle for building literacy.

Young students must learn about the range of purposes text can serve (Duke, 2003). By filling the classroom with books on insects, weather, firefighters, the ocean, families, trucks, reptiles, pets, and other topics that fascinate young children, teachers can demonstrate to their students that reading can help them obtain important information.



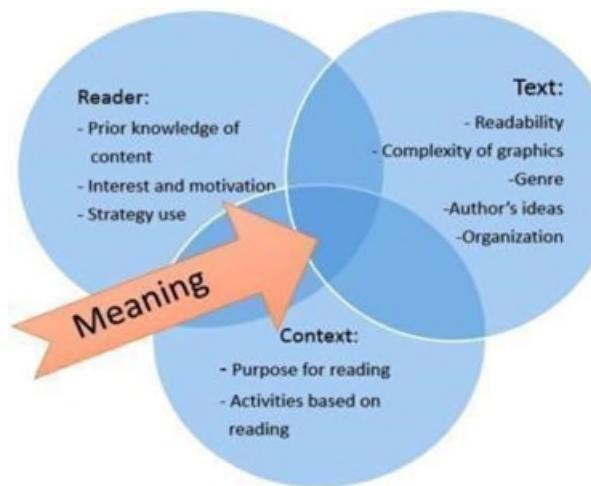
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When teachers include informational text in the classroom, they also expand opportunities for home-school connections that support literacy (Duke and Purcell-Gates, 2003). Research and experience suggest that even parents who rarely read fiction for pleasure can become inspired when teachers invite them to interact with their children around nonfiction texts, newspapers, magazines, and reference books (Duke, Bennett-Armistead, and Roberts, 2002, 2003).



Our classroom libraries in sets of six include lesson plans for each decodable title, offering at least 30 to 45 minutes of daily small-group instruction. The lessons include learning objectives, materials and preparation, and skills to focus on. These lesson plans can be accessed on our website. Below is one of our lesson plans.

**Multidisciplinary Integration:** Facilitate the integration of these texts across various subject areas, such as English Language Arts, Science, Social Studies, and more, to enhance the existing curriculum.

### Just Right Reader Take-Home Decodable Boxes



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This program uses student reading data to create a customized set of books for each student based on their current reading level. Students experience the fun and excitement of receiving a carefully curated set of books wrapped as a gift at the beginning of the week. Throughout the week, teachers create lessons and work with students to build a routine of foundational skills. At the end of the week, students bring home their decodables and keep them forever. Schools can order one pack or up to eleven weeks of decodables in customized delivery schedules for their students and educational needs. We provide students and families with more than 120 Take-Home Decodables within each student's reading data.

Our Take-Home Decodables are an experience unlike any other decodable on the market. Each step of the process, from kids receiving a gift-wrapped set of decodables each Monday to the celebration of taking the books home on Friday, is strategically designed to make learning to read fun and exciting! Our decodables reflect broad and deep scientific expertise and a multidisciplinary spectrum by combining several critical elements that cannot be mastered singularly.

Our decodable sets are tailored to each student's needs to support an individualized learning experience. Accelerate reading achievement! Each customizable, made-to-reading-level Take-Home Decodable Box bridges learning gaps by reinforcing phonics instruction at home.

- Customized based on student reading data
- Bridging learning gaps from class to home
- 100% customizable (order one or up to 11!)
- Used as core curriculum or supplemental
- Based on The Science of Reading
- Books kids love! Engaging illustrations! Content that's tailored and customized!
- Schools can order one pack or up to 11 weeks - do what works best for your students and school budget!

### Just Right Reader Spanish Decodables

- Seamlessly integrate with any science of reading-based phonics program.
- Follow a rigorous progression designed to facilitate a gradual acquisition of skills, starting with fundamentals and progressing to more advanced concepts.
- Use a spiraling curricular approach. Previously introduced concepts are continuously introduced to ensure the repeated practice of skills. Learners have multiple opportunities to integrate new learning with previously learned skills
- Are designed to support any biliteracy model, including bilingual and dual-language programs
- Are NOT translated texts. They are authentic decodable texts written by bilingual teachers and Latin American authors across diverse topics
- Are based on alphabetic principles and phonological knowledge specific to the Spanish language. Our decodables are the foundation for our research-based books and lesson plans.



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- Include robust lesson plans providing guidance to teachers in supporting students with decoding and comprehension
- Have engaging videos with short, memorable phonics lessons
- Are designed to be used in small groups and for independent reading practice
- Are beautifully illustrated, fun to read, and show diverse children in relatable situations

## Classroom Libraries

Every layer of our design process works to eliminate experience disparities that affect students' access to equitable educational materials free from bias. From the authors and illustrators to our team of editors, our decodable books go through rigorous editing stages to ensure equity in literacy. Imagine the number of books children practice weekly in school or at home. Imagine the power of children seeing themselves represented in all those books daily. Just Right Reader is committed to creating this reality for children.

## High-Interest Decodables

Dr. Reutzel helped Just Right Reader design a lot of our decodables. His expertise has been instrumental in our pre-emergent library books incorporating letter sounds. He also helped us design our Kindergarten Library and provided insight into the design of our high-interest decodables. One of the paramount insights Dr. Reutzel provided was the need for high-interest decodables to feel different and special for older students. Here is what Dr. Reutzel had to say in one of our recent [symposiums](#):

*These high-interest decodable chapter books are built around domains of knowledge. A lot of the high-interest decodables consist of scientific topics. Kids need to build knowledge as they're going through the process of learning to read. If they don't have the knowledge, once they can say the words, they may be unable to attach them to something they already know. The language they need to have comes from learning domains of knowledge.*

*When students have that background knowledge that's been created from reading good books, they retain more knowledge and become better readers. Just Right Reader created these high-interest decodables with the rationale that students not only get practice in decoding but also build background knowledge in various domains. This creates a better learning experience that is more interesting and engaging for students.*

## FORMATIVE ASSESSMENT

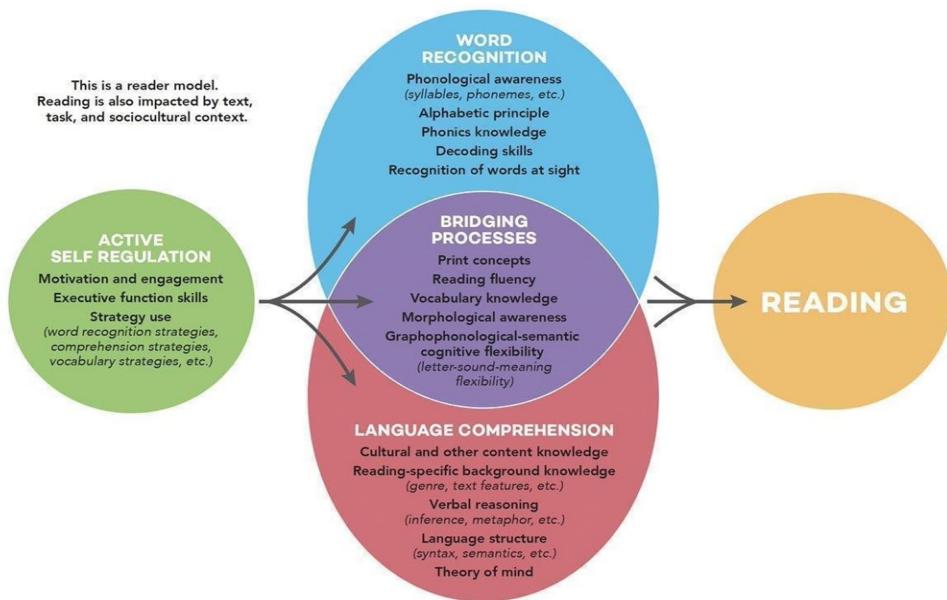
The formative assessment worksheet we provide to teachers does include measurements to determine what students are learning. It also assists teachers with determining where students need additional support. Teachers can then use the lesson plans, accompanied within each decodable title, to create small group reading sessions, practice sessions and assign specific decodables to help students target the identified skills needed for additional practice. Our program offers lesson plans to assist teachers with interpreting student performance and creating lessons and activities that support student progress.

## LESSON PLAN

Through the use of our explicit scope and sequence, lesson plans, reading workouts, and formative assessments, teachers have a strong structure to present students with the support to advance in reading and build strong foundational skills.

We are driven by the passion for making literacy a universally accessible skill. Staying informed of research developments and new practices is part of Just Right Reader's commitment to literacy. Below is a model from Nell Duke, a professor at the University of Michigan's School of Education, who continues to provide tools and research about the correlation between reading and science. This model illustrates the research base of Just Right Reader decodables. See [Active View of Reading](#) below.

### ACTIVE VIEW OF READING



**Active View of Reading.** Several wordings in this model are adapted from Scarborough (2001). This model is featured in The International Reading Association's *Reading Research Quarterly*, "The Science of Reading Progresses Communicating Advances Beyond the Simple View of Reading," Nell K. Duke and Kelly B. Cartwright, 2021.

### Impact on Learning

Just Right Reader is unmatched by other decodable providers because we follow a research-based progression that guides students through engaging texts with cumulative content compounding skills and combining elements of reading with our scope and sequence. Our phonics lessons with each book give students the support and repetition they need to grow their skill sets. Our decodables appropriately integrate high-frequency words, which are strategically developed and placed. Because there are many titles in each Phonics Skill Set, readers have ample opportunity for practice, repetition, and volume. JRR Decodables offer



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interleaving practice through the large volume of titles and carefully designed teacher lesson plans. The rationale behind the interleaved practice JRR decodables provides is that when students have properly spaced practice, the information is retained better.

Interleaving also addresses the need for many titles to avoid memorization of favorites. These books must provide motivation, interest, and identification. Based on research around the science of learning, we are exploring customized content around student interests, identities, and evidence that applying the findings increases learning and motivation.

“When the brain encounters a word repeatedly, it builds neural networks for the spelling, pronunciation, and meaning of the word. Scientists believe a model of this word that includes the information in all these networks will eventually be formed and stored in the brain, referred to as the word form area...It is through explicit phonics instruction that these word form networks are created.” Marilee Sprenger, [Wiring the Brain for Reading: Brain-Based Strategies For Teaching Literacy](#), pages 106–107.

### **Progression Through Guided Repetition**

Just Right Reader decodables support students’ continuous opportunities to practice and gain automatic word recognition. We follow a research-based progression that guides students through engaging text that gradually becomes harder. Students understand the concepts through spoken language first. The concepts become increasingly more challenging as they progress, allowing students to gain meaning from the written text.

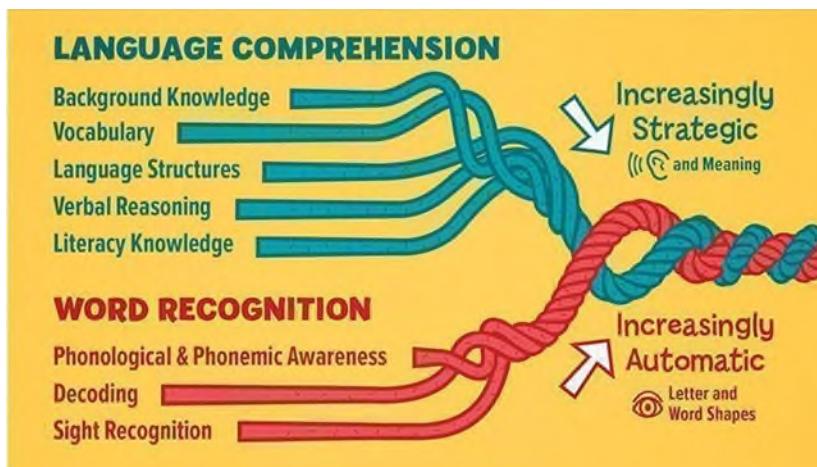
The continuum ranges from phonemic awareness practice to multi-syllable words with open and closed syllables. The progression shows that each skill set has been broken into five subsets. Each set level offers multiple texts to practice the skills within the context of meaningful reading. The materials were created to offer the rich variety and flexibility of staying on a topic longer or moving to the next more quickly, which we know occurs when teaching individual students and meeting them at their points of difficulty or reinforcing their earlier learning to more fluent reading. We have the volume to meet the wide range of fluid needs. For instance, decodable words help students with disabilities like dyslexia because there is a constant progression to the structure in which they learn letters and sounds.

### **Encoding/Spelling Lessons**

When developing our decodables, we grounded our content in research relevant to the strides kids can take if given the appropriate structure of tools. Each of our decodables is designed to progressively incorporate the components of active reading, leading to the strongest possible student outcomes for literacy. Decodables help train the brain to stimulate the synapses along specific neural pathways through repetition. Each step students learn is based on previously learned concepts within the cumulative content of our decodables.

Those struggling with reading must dedicate time to developing their phonics skills. According to a study by Wiley Blevins, MEd, on the effects of using decodable texts with phonics

instruction, classroom observations revealed that working with decodable text carried over to other important teaching areas, such as read-aloud modeling and writing activities. Teachers were generally observed to pay more attention to words and, more specifically, how words work. As further evidence of the power of decodable controlled text, classroom observations revealed children were more confident in tackling difficult books for their read-at-home reading choices. It was also observed that children in the experimental (decodable controlled text) group would examine the words in books before selecting a story to take home. Conversely, children in the control group were observed to have difficulty choosing books with appropriate text for their level. (Sadlier School Professional Development Series, A Research Study on the Effects of Using Decodable Texts with Systematic Phonics Instruction. Blevins, 2019.) What's significant about the Reading Rope is the separation of decoding from high-frequency word recognition. Since word recognition is crucial to skilled reading, both skills displayed below, word recognition and language comprehension, work best in conjunction with one another. See [Scarborough Rope](#) below.



**Scarborough Rope.** From "Connecting Early Language and Literacy to Later Reading (Dis)abilities: Evidence, Theory, and Practice," by H.S. Scarborough, 2001, in S.B. Neuman and D.K. Dickinson (eds.), *Handbook of Early Literacy Research* (Vol. 1, p. 98), New York, NY: Guilford. Copyright 2001 by The Guilford Press.

**Social-Emotional Learning Support (“SEL”): Select texts that promote SEL competencies, including self-awareness, self-management, social awareness, relationship skills, and responsible decision-making.**

Just Right Reader Decodables include a myriad of fiction and nonfiction titles for students in Pre-Kindergarten through 5th grade. Many of these titles include topics related to self-awareness, social awareness, and decision-making. These titles were not intended to support social-emotional learning. To date, our supplemental reading program is not considered an SEL program. Our decodables include students of all races, and a balanced set of genders and depict students doing things that all kids can relate to no matter their background or race. It was our intention for students to feel a sense of belonging in a global society.



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**Please provide a high-level overview that outlines the diversity and representation of content offered. This analysis should include at minimum:**

**(a) Cultures, languages, and ethnicities offered in the available texts, Including bicultural Representation.**

Confirmed.

### **Culturally Relevant and Inclusive Decodables**

Just Right Reader's culturally relevant context was strategically designed using a concept from Dr. Rudine Sims Bishop's article "Mirrors, Windows, and Sliding Glass Doors," which explains children's need to read diverse books and see reflections of themselves in the text. The mirror reflects the diversity of texts, allowing students to see themselves depicted within the books they read. The windows are how children see how a world or story matches their lives. The sliding glass doors allow students to enter other worlds, which is only possible when students see diversity in a multitude of ways and gain a more realistic sense of what the world is like and how people are represented within a diverse world. See [Mirrors, Windows, and Sliding Glass Doors](#) below.



**Mirrors**

Children can see themselves and their own experiences reflected in the book.



**Windows**

Children can learn through the book about other people, places, things, and experiences.



**Sliding glass doors**

Children can enter into the "book world" through their imagination.

**Mirrors, Windows, Sliding Glass Doors.** Dr. Rudine Sims Bishop. Bishop, R.S. (1990). "Mirror, windows, and sliding glass doors." *Perspectives*, 6(3), pp. ix-xi.

We believe students need to be exposed to diverse books in which they see themselves represented in the books they read and be exposed to new ideas, people, and worlds through these books. Our aim isn't just to expose students to culturally relevant books. We want to induce a sense of being because the stories depict students of all cultural backgrounds and ethnicities doing relatable everyday things. Our library creates windows, mirrors, and sliding glass doors. Without adequate representation, students of color believe they are incapable or that their cultures and lives are not the norms. When we put characters of color in *all* stories, students see themselves, which inspires them and helps develop their identities. When they see a story about a Black astronaut, they think, "I can become an astronaut." This, in turn, creates equity and the potential for greater opportunities to become invested in the learning process.

### **(b) Text about immigrant and refugee experiences.**

We do not offer these types of text at this time. However, we would be interested in discussing the design of these types of books for Wayne RESA.



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- (c) **Text that outlines the joy of the BIPOC human experience in addition to oppression and resilience.** Confirmed.
- (d) **Text that positively shows different lifestyles and non-traditional families.** Confirmed.
- (e) **Texts that portray children with disabilities positively as active and capable.** Confirmed.
- (f) **Texts that show female characters in positive, active roles and break gender stereotypes for males and females.** Confirmed. Our high-interest decodables include these types of text.
- (g) **Content that features men and women of all races in positive roles.** Confirmed.
- (h) **Content provided from diverse perspectives and sources.** Confirmed.

**An analysis of volume and the text complexity levels available.**

We've provided an alignment to the Michigan Standards against the Just Right Reader [Scope and Sequence](#).

<b>Michigan Standards</b>	
<b>Michigan Standards</b>	<b>Just Right Reader Library</b>
<p><b>K.3a</b> Demonstrate basic knowledge of one-to-one letter-sound correspondences by producing the primary sound or many of the most frequent sounds for each consonant</p>	<p><b>Set 1</b> D - A Letter Book, D is for Dog, M - A Letter Book, M is for Moon, S - A Letter Book, S is for Sun, T - A Letter Book, T is for Turtle, R - A Letter Book, R is for Rainbow</p> <p><b>Set 2</b> C - A Letter Book, C is for Cat, F - A Letter Book, F is for Fish, N - A Letter Book, N is for Nest</p> <p><b>Set 3</b> G - A Letter Book, G is for Gift, H - A Letter Book, H is for Hat, L - A Letter Book, L is for Lion, W - A Letter Book, W is for Watermelon</p> <p><b>Set 4</b> B - A Letter Book, B is for Bee, K - A Letter Book, K is for Key, P - A Letter Book, P is for Penguin, V - A Letter Book, V is for Volcano, Y - A Letter Book, Y is for Yo-Yo</p> <p><b>Set 5</b> J - A Letter Book, J is for Jelly, Q - A Letter Book, Q is for Queen, Z - A Letter Book, Z is for Zebra</p>



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<p><b>K.3b</b> Associate the long and short sounds with common spellings (graphemes) for the first major vowels</p>	<p><b>Short vowels</b> A - A Short a Sound Letter Book, A is for Apple, I - A Short i Sound Letter Book, I is for Igloo, O- A Short o Sound Letter Book, O is for Octopus, U - A Short u Sound Letter Book, U is for Umbrella, E - A Short e Sound Letter Book, E is for Elephant</p> <p><b>Long vowels</b> A - A Long a Sound Letter Book, A is for Acorn, I - A Long i Sound Letter Book, I is for Ice Cream, O - A Long o Sound Letter Book, O is for Oval, U - A Long u Sound Letter Book, U is for Unicorn, E - A Long e Sound Letter Book, E is for Eagle</p>
<p><b>K.3c</b> Read common high-frequency words by sight (e.g., the, of, to, you, she, my, is, are, do, does)</p>	<p><b>Sets 5-10</b></p>
<p><b>K 3d</b> Distinguish between similarly spelled words by identifying the sounds of the letters that differ</p>	<p>Included in Phonics activities on lesson plans beginning in Set 6</p>
<p><b>1.3A</b> Know the spelling-sound correspondences for common consonant digraphs</p>	<p><b>sh</b> Set 11 Cass and the Wish, The Shell, The Shake Shop Cash</p> <p><b>th</b> Set 12 Dan the Ninja and the Dog, I Will Go Pro, The Treasure Map</p> <p><b>ch</b> Set 13 Check on the Chickens, Snow Day for Enzo, Chips, My Pet Chad</p> <p><b>ng</b> Set 14 A Snow Day for Enzo, Ing and Bing, King is the Man, Spring, Where is My Ring?, The Pop Up Shop</p> <p><b>wh</b> Set 15 Bars, Beams, Rings and Maps; Dan the Ninja and the Whale, Lunch at the Wharf, The Math Whizzes</p> <p><b>ph</b> Set 35 Phil in Egypt, Sophia's Birthday, The Reporter, The Travel Vlog</p>



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<p><b>1.3b</b> Decode regularly spelled one-syllable words</p>	<p><b>Word Books Mat, Sam, Fin, Cot, On, Hog, Dog, Fog, Hit, Pet, Bug, Jam</b>  <b>Pre-K Decodables In, Pop Ten, Rex Can, Zap, Yes, On a Jet, Get In! Gum In It! On a Job, Yum</b>  <b>Set 5 Cat, Map, and Pan - A Book of Short a Words, Cab and Bag - A Short a Book, Pig, Lid, and Bib - A Book of Short i Words, Pig and Wig - A Short i Book, Log, Dog, and Pot - A Book of Short o Words, Fox and Box - A Short o Book, Cup, Bus, and Nut - A Book of Short u Words, Bus and Tub - A Short u Book, Bed, Web, and Jet - A Book of Short e Words, Vet and Jet - A Short eBook</b>  <b>Set 6 Abs!, Ads! Ads! Ads!, Ham and Yams, Laps, Mad at Max, My Map, Pat Cat and Max, Pat Cat and Rat Sat, Rad Max, The Cans</b>  <b>Set 7 Fins, The Dip, In the Bag, My Dad, Jim, Kids Tag, The Big Sip, Tiz the Pig, Kim and Sis, Win It!, Liz at Bat</b></p>
	<p><b>Set 8 Dot On a Jog, Boxes, Fox and Hog, Fox on Top, Hot Socks, No Mops!, Pop Its!, Pop!, The Hot Dogs</b>  <b>Set 9 All for Fun, Bud the Bulldog, Can You Pop Gum?, Gus and Jud, Hugs for Liv, A Pug Pup, Bud Has Fun, Putt Putt Jud, The Big Cut, The Gum Hut</b>  <b>Set 10 A Bed for Bug, Get Wet, Mel's Hats, PJ Fun, Ted and Tess T-Rex, The Jet Pack, The Stuffies, Set to Jet, Up We Go, Zeb, A Pal for Ted, Ben and Hen</b></p>



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<p><b>1.3c</b> Know final -e and common vowel team conventions for representing long vowel sounds</p>	<p><b>VCe Syllables</b>  <b>a_e Set 26</b> Cake Lane, Kayla Skates, Let's Bake a Cake, Running Late, Sid and Kim Play a Game, The Big Escape, The Brave Save  <b>i_e Set 27</b> Bath Time, A Kite to Fly, Kat's Fun Day, My Slime is Alive, Parkour, The Bus Ride  <b>o_e Set 28</b> A Vote for Hope, Finding Fossils, Fishing Day, S'mores, The Best Pet, Time to Pose  <b>u_e Set 29</b> Band Rules, The Commute, The Talent Show Mistakes  <b>VCe mixed review Set 30</b> All Gummed Up, Being Kind, Icarus and the Robot, Online, Stone Cove, Class Race, The Rope Zone, Silver Skates</p> <p><b>Vowel Digraphs</b>  <b>ai, ay Set 38</b> By the Sea, Gia Goes to the Fair, Hair, I Love my Hair, Max's New Car, Plop's New Look, Tea for Tug and Jayla, The Abstract Artist  <b>ee, oa Set 36</b> Beep Beep, Let's Plant Seeds, Mac and Cheese, The Boat Ride, Camp Pranks, The Weeds  <b>ea Set 37</b> A Feast with Kat, Candy, Kat and Flamingo at the Beach, Mighty Jean, Sharks Sharks Sharks, Will and the Green Coachman, A Real Knight, Hailee and Her Birds, Olivia and the Sunflower Seeds  <b>ow Set 43</b> A Doctor in the House, Gia Goes to the Zoo, Kat and Flamingo have a Snow Day, Lost and Found, Our New House, Sir Richard and the Dragon, The Fort, The Iron Lady, The Museum, The Power of Eight, We can't Sleep  <b>oe Set 39</b> The Doe, The Hike</p>
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<p><b>1.3d</b> Use Knowledge that every syllable must have a vowel sound to determine the number of syllables in a printed word</p>	<p><b>Sets 36-50</b> contain two syllable words</p>
<p><b>1.3e</b> Decode two-syllable words following basic patterns by breaking the words into syllables</p>	<p>Sets 31-40 and 47-50</p>



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<p><b>1.3f</b> Read words with inflectional endings</p>	<p><b>-s/-es</b> Set 11 Cass and the Wish, Set 12 Dan the Ninja and the Dog, The Treasure Map, Check on the Chickens, Set 15 The Math Whizzes  <b>-ed</b> Set 20 Huck's Epic Trip  <b>-ing</b> Set 14 A Snow Day for Enzo, Ing and Bing, King is the Man, Spring, Where is My Ring?, The Pop Up Shop -  <b>er - Set 51</b> High Interest - Case of the Horned Shadow, Errant Compass, Jupiter, Mercury, Saturn, Under the sea, Wading Birds  <b>-est - Set 52</b> High Interest Books - Case of the Missing Donuts, Travel Soccer, Mars, Neptune, Rainforests, Snakes, Uranus</p>
<p><b>1.3g</b> Recognize and read grade-appropriate irregularly spelled words</p>	<p><b>Sets 11-35</b></p>
<p><b>2.3a</b> Distinguish long and short vowels when reading regularly spelled one-syllable words</p>	<p><b>Sets 26 - 29</b></p>

<p><b>2.3b</b> Know spelling-sound correspondences for additional common vowel teams</p>	<p><b>Vowel Diphthongs oi, oy</b>  <b>Set 42</b> The Noisy Toy  <b>ou, ow Set 43</b> A Doctor in the House, Gia Goes to the Zoo, Kat and Flamingo Have a Snow Day, Lost and Found, Our New House, Sir Richard and the Dragon, The Fort, The Iron Lady, The Museum, The Power of Eight, We Can't Sleep  <b>oo, au Set 41</b> Kat's Books, Moonlight, One Day, Owls, Tyler is an Author, What to do with a Dinosaur <b>ew, aw</b>  <b>Set 40</b> Chasing a Newt, Happy Birthday Enzo, Super Skate Crew, The Missing Things, Skye's Idea <b>ue, ie Set 45</b> A Moonlit Lark, Mural of Hope, A Trip to the Movies, Charlie and His Hoodie, Grandmother's Wish, The Missing Locket, The Pie, The Spy League <b>ui Set 52</b> High Interest Books - Case of the Missing Donuts, Travel Soccer, Mars, Neptune, Rainforests, Snakes, Uranus</p>
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<p><b>2.3c</b> Decode regularly spelled two-syllable words with long vowels</p>	<p><b>Included in Sets 36 - 50</b></p>
<p><b>2.3d</b> Decode words with common prefixes and suffixes</p>	<p><b>Prefixes</b>  <b>pre</b> - Set 52 High Interest - Case of the Missing          Donuts, Travel Soccer, Mars, Neptune, Rainforests, Snakes, Uranus  <b>re</b> - Set 51 High Interest - Case of the Horned Shadow, Errant Compass, Jupiter, Mercury, Saturn, Under the sea, Wading Birds  <b>un</b> - Set 51 High Interest Books - Case of the Horned Shadow, Errant Compass, Jupiter, Mercury, Saturn, Under the sea, Wading Birds  <b>dis</b> - Set 51 High Interest - Case of the Horned Shadow, Errant Compass, Jupiter, Mercury, Saturn, Under the sea, Wading Birds  <b>Suffixes</b>  <b>-ly</b> Set 50 At the Gym, Mr. Pickle, No Power, Not Just a Painting, Miracle Chef  <b>-less</b> Set 48 Ballet Class, Escaping the Temple, The New Dress, Kat likes to Play, Lizzie's Waddle, The Cookie Crumbles, Puffles</p>
	<p><b>-ful</b> Set 51 High Interest - Case of the Horned Shadow, Errant Compass, Jupiter, Mercury, Saturn, Under the sea, Wading Birds</p>
<p><b>2.3e</b> Identify words with inconsistent but common spelling-sound correspondences</p>	
<p><b>2.3f</b> Recognize and read grade-appropriate irregularly spelled words</p>	<p><b>Sets 36-50</b></p>

**Below are the titles in the Just Right Reader Decodable collection.**



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<b>Set 1</b> <b>m, s, a, t, d, r</b>	A - A Long a Sound Letter Book	D is for Dog	S - A Letter Book
	A - A Short a Sound Letter Book	M - A Letter Book	S is for Sun
	A is for Acorn	M is for Moon	T - A Letter Book
	A is for Apple	R - A Letter Book	T is for Turtle
	D - A Letter Book	R is for Rainbow	

<b>Set 2</b> <b>i, c, o, n, f</b>	C - A Letter Book	I - A Short i Sound Letter Book	O - A Long o Sound Letter Book
	C is for Cat	I is for Ice Cream	O - A Short o Sound Letter Book
	F - A Letter Book	I is for Igloo	O is for Octopus
	F is for Fish	N - A Letter Book	O is for Oval
	I - A Long i Sound Letter Book		N is for Nest

<b>Set 3</b> <b>u, l, w, g, h,</b>	G - A Letter Book	L - A Letter Book	U is for Umbrella
	G is for Goat	L is for Lion	U is for Unicorn
	H - A Letter Book	U - A Long u Sound Letter Book	W - A Letter Book
	H is for Hat	U - A Short u Sound Letter Book	W is for Watermelon





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<b>Set 4</b> <b>k, v, p, b, y, e</b>	B - A Letter Book	E is for Elephant	V - A Letter Book
	B is for Bee	K - A Letter Book	V is for Volcano
	E - A Long e Sound Letter Book	K is for Keys	Y - A Letter Book
	E - A Short e Sound Letter Book	P - A Letter Book	Y is for Yo-Yo
	E is for Eagle	P is for Penguin	

<b>Set 5</b> <b>j, qu, x, z short vowels</b>	J - A Letter Book	Z - A Letter Book	Pig and Wig - A Short i Book
	J is for Jelly	Z is for Zebra	Pig, Lid, and Bib - A Book of Short i Words
	Q - A Letter Book	Cab and Bag - A Short a Book	Fox and Box - A Short o Book
	Q is for Quail	Cat, Map, and Pan - A Book of Short a Words	Log, Dog, and Pot - A Book of Short o Words
	X - A Letter Book	Vet and Jet - A Short e Book	Bus and Tub - A Short u Book
	X is for Fox	Bed, Web, and Jet - A Book of Short e Words	Cup, Bus, and Nut - A Book of Short u Words

<b>Word Books</b> <b>Blending letter sounds</b>	Mat - A Word Book	Dog - A Word Book	Hit - A Word Book
	Sam - A Word Book	Hog - A Word Book	Pet - A Word Book
	Cot - A Word Book	Sun - A Word Book	Fog - A Word Book
	Fin - A Word Book	Bug - A Word Book	Jam - A Word Book
	On - A Word Book		



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<b>Early Decodables</b>  <b>VC, CVC words</b>	Get In!	On a Job	Yum
	Gum in It	Pop Ten!	Zap
	In	Rex Can	
	On a Jet	Yes!	
<b>Set 6</b>  <b>Short a CVC</b>	Abs!	Mad at Max	Rad Max
	Ads! Ads! Ads!	My Map	The Cans
	Ham and Yams	Pat Cat and Max	
	Laps	Pat Cat and Rat Sat	
<b>Set 7</b>  <b>Short i CVC</b>	Fins On	My Dad	Will Tim Quit?
	I Call Dibs	Tag	Win it
	I Do It	The Big Sip	
	In the Bag	Tiz the Pig	
<b>Set 8</b>  <b>Short o CVC</b>	Boxes	Hot Socks	Pop Its
	Fox on Top	Mom on a Jog	Pop!
	Hot Rod	No Mops!	The Hot Dogs
<b>Set 9</b>  <b>Short u CVC</b>	All for Fun	Hugs for Liv	The Big Cut
	Bud the Bulldog	No Luck, Duck?	The Gum Hut
	Can You Pop Gum?	Pop Rocks!	
	Gus and Jud	Putt-Putt Jud	
<b>Set 10</b>  <b>Short e CVC</b>	A Bed for Bug	PJ Fun	To D.C.
	Get Wet	Ted and Tess T-Rex	Up We Go
	Hats!	The Jet Pack	Zap Has a Job
	No Red for Ben	The Stuffies	



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<b>Set 11</b> Digraph sh, ck	Cass and the Wish	The Shake Shop Cash	The Shell
<b>Set 12</b> Digraph th	Dan the Ninja and the Dog	I Will Go Pro	The Treasure Map
<b>Set 13</b> Digraph ch	Check on the Chickens	My Pet Chad	
	Chips	Snow Day for Enzo	
<b>Set 14</b> Digraph ng	Ing and Bing	Spring!	Where is My Ring?
	King is the Man!	The Pop-Up Shop	
<b>Set 15</b> Digraph wh	Beams, Bars, Rings, and Mats	Lunch at the Wharf	Which Fish?
	Dan the Ninja and the Whale	The Math Whizzes	
<b>Set 16</b> L- Blends	The Missing Tooth Club	Playing Tag	Where is Dan the Ninja?
	Pat Cat, Max, and the Bug	Bill and Todd's Jog	
<b>Set 17</b> S-Blends	Dan the Ninja on the Spot	Sid's Dog Chip	The Sled Path
	Jen and Spud		
<b>Set 18</b> R-Blends	Brad's Dogs	In the Shed	The Track
	The Bug Trap	Dan the Ninja and the Hamster	
	Fix it	The Grill	
<b>Set 19</b> Mixed Review	Flash	Kat's Dog Friends	The Pelicans
<b>Set 20</b> Endings -ing, -ed	Huck's Epic Trip		



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<b>Set 36</b> <b>-ee, -oa</b>	Camp Pranks	Mac and Cheese	The Boat Ride
	Let's Plant Seeds	The Birthday Gift	The Weeds
<b>Set 37</b> <b>-ea, -igh</b>	A Feast with Kat	Kat and Flamingo at the Beach	Mighty Jean
	Candy	Olivia and the Sunflower Seeds	Sharks, Sharks, Sharks
<b>Set 38</b> <b>-ai, -ay</b>	By the Sea	I Love My Hair	The Abstract Artist
	Gia Goes to the Fair	Max's New Car	Tea for Tug and Jayla
	Hailee and Her Birds	Plop's New Look	
	Hair	Will and the Green Coachman	
<b>Set 39</b> <b>-oe</b>	The Doe	The Hike	
<b>Set 40</b> <b>-ew, -aw</b>	A Real Knight	Happy Birthday, Enzo!	Super Skate Crew
	Chasing a Newt	Skye's Idea	The Missing Things
<b>Set 41</b> <b>-oo, -au</b>	Kat's Book	One Day	Tyler is an Author
	Moonlight	What to Do with a Dinosaur	
<b>Set 42</b> <b>-oy, -oi</b>	The Noisy Toy		
<b>Set 43</b> <b>-ow, -ou</b>	A Doctor in the House	Kat and Flamingo Have a Snow Day	Our New House
	Gia Goes to the Zoo	Lost and Found	Sir Richard and the Dragon
	The Fort	The Museum	We Can't Sleep
	The Iron Lady	The Power of Eight	



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<b>Set 29</b> u_e, e_e	Band Rules	The Commute	The Talent Show Mistakes
<b>Set 30</b> Mixed Review	All Gummed Up Being Kind Icarus and the Robot	Online - A Cali the Copycat Story Stone Cove The Class Race	The Rope Zone The Skate Race Parkour
<b>Set 31</b> -ar	Cam's Cars Dan the Ninja, The Star	Kat and Flamingo at the Park	The Crow
<b>Set 32</b> -or	Honor Roll	The Corn Maze	The Unicorn Horse
<b>Set 33</b> -er	3D Printer Panic Disaster	Down the River Gia's Homework	Into a Book
<b>Set 34</b> -ir, -ur	A Letter from Camp Born to Surf	Glitter Bird's Chirp	The Trapeze Artists
<b>Set 35</b> Digraph ph Sounds of y	Phil in Egypt Sophia's Birthday	The Reporter	The Travel Vlog



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# 1st Grade Library

Ending Blends      Final e Long Vowels

<b>Set 21</b> -nd, -nk, -nt, ll, ff, zz, ss	Funfair	Slam Dunk Funk	The Drip in the Sink
Punk Rock Skunk			
<b>Set 22</b> -st, -ft, -ct, -pt ll, ff, zz, ss	A Fast Raft	Mittens at the Vet	The Fast Crab
Matching			
<b>Set 23</b> -lt, -lk, kn-	Sidewalk Chalk	Trash Day	
<b>Set 24</b> -ld, -lf, -lp	I Can Help	Pop Golfs	Where is the Milk?
<b>Set 25</b> -sk, -mp <b>Mixed Review</b>	At Camp	Camping	Kat's Camping Trip
Bev's Trek			The Big Frog
Bugs, Bugs, Bugs			The Shopping Trip
<b>Set 26</b> a_e pattern	Cake Lane	Running Late	The Brave Save
Kayla Skates			Sid and Kim Play a Game
Let's Bake a Cake			The Big Escape
<b>Set 27</b> i_e pattern	A Kite to Fly	Kat's Fun Day	Bath Time
My Slime is Alive			The Bus Ride
<b>Set 28</b> o_e pattern	A Vote for Hope	Fishing Day	The Best Pet
Finding Fossils			Time to Pose



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<b>Set 44</b> <b>-eigh, -ea</b>	Gia's Garden	The Riding Lesson	Too Much Snow
	Market Day		
<b>Set 45</b> <b>-ue, -ie</b>	A Moonlit Lark	Charlie and His Hoodie	The Pie
	A Mural of Hope	Grandmother's Wish	The Spy League
	A Trip to the Movies	The Missing Locket	
<b>Set 46</b> <b>soft g, c</b> <b>wr-, kn-, -mb</b>	A New Job for Geoff	Fancy Giant Tea Party	The Race
	Cecilia's Success	Welcome to the City of Mages	Ginny's Escape
	Coconut Cake	Shamika Loves Saturdays	
<b>Set 47</b> <b>Complex Compound Words</b> <b>wr-, kn-, -mb</b>	Baseball with Grandpa	Kat's Rainbow	Out of This World
<b>Set 48</b> <b>-ble, -fle, -ple</b>	Ballet Class	Lizzie's Waddle	The New Dress
	Escaping the Temple	Puffles	
	Kat Likes to Play	The Cookie Crumbles	
<b>Set 49</b> <b>-dle, -tle, -gle</b>	Fiddler in the Puddle	Penny's Toys	The Slime Monster
	Noodle and Bugle	The Giggle Club	
	Not Just Lunch	The Piano Problem	
<b>Set 50</b> <b>-cle, -kle, -sle, -zle</b>	At the Gym	No Power	The Miracle Chef
	Mr. Pickle	Not Just a Painting	



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# High Interest Decodables Library

**Set 51**

**Prefixes/Roots/Suffixes:** dis-, re-, un-, -er, -ent, -ful, -ive

Mercury	Under the Sea	The Case of the Horned Shadow
Jupiter	Wading Birds	Errant Compass
Saturn		

**Set 52**

**Prefixes/Roots/Suffixes:** a-, mis-, pre-, -est, -ic, -ious, -ous

Mars	Rainforests	The Case of the Missing Dogs
Neptune	Snakes	Travel Soccer
Uranus		

**Set 53**

**Prefixes/Roots/Suffixes:** com-, ex-, non-, fore-, -ite, -sion, -tion, -ly

Venus	Caves	Case of the Apparent PUNchline
Dwarf Planets	Manatees	Comic Relief

**Set 54**

**Prefixes/Roots/Suffixes:** im-, post-, pro-, mono-, -ery, -ity, -ize, -ment

Earth	Deserts	The Case of the Disappearing Donuts
Mae Jemison	Florida Panthers	Cabin Jam

**Set 55**

**Prefixes/Roots/Suffixes:** bi-, tri-, quad-, pent-, -ance, -able

Crocodiles and Alligators	The Case of the Homecoming Hijinks
Swamps	Two Stranded



**An explanation of how your company can provide a unique and customized partnership that includes reviewing data insights, developing action plans based on trends, aligning to goals and outcomes for the district, school, and county level stakeholders.**

We have materials provided when the program is implemented to inform parents and families about what to expect and how the decodables will support their child. We also provide support letters of a similar nature to administrators and teachers. We have experience working with hundreds of school districts in the U.S., including hosting in-person and virtual webinars and creating a podcast featuring literacy experts and district leaders who have successfully implemented Just Right Reader Decodables to increase reading scores. Our team of experts, composed of past educators, understands the role of a superintendent, a district administrator, and a school principal. We know what it takes to implement a supplemental reading program with ease and a successful outcome. Some of the key factors we take into consideration when implementing our decodables are current reading scores, the ELA programs currently available, and the type of professional development teachers have received.

**Support educators on the use of subject specific and cross disciplinary content to provide instructional support and multiple entry points to the text of students.** Just Right Reader has a library of symposiums featuring literacy experts and researchers from across the country. These symposiums are available for viewing at no cost. We would like to extend a virtual symposium for Wayne RESA members featuring one of our researchers. This symposium will also focus on literacy standards in the state of Michigan.

**Partner and collaborate with literacy leaders, coaches, and Coaches on Special Assignment (“COSAs”), to provide professional learning specific to their roles on the instructional use of high quality interdisciplinary texts.**

Our team of customer success specialists manages many levels of customer service on a daily basis. These interactions include training via video, video conferencing, or in-person events. We also conduct onboarding for all personnel. Our customer support also includes guides for families to support their students when books arrive in the home.

Our customer success department collaborates with school districts and community partners that require customization to alignments and assistance with implementation, including onsite set-up and multiple shipping location coordination. In the initial phases of a Contract, our designated customer success representative will meet with district leaders and members of the organization to ensure shipments are properly coordinated, implementation is scheduled, and all key players are well informed of the process.



These meetings will continue throughout the lifecycle of the Contract.

**Provide on-site support in Wayne County to individual schools, principals, and teachers, ensuring that this is done in conjunction with district level leadership. This may include, if requested, supporting the district with aligning resources to pacing guides and/or years at a glance.**

Confirmed. Each district we collaborate with receives supportive materials in addition to virtual meetings to assist them with the successful implementation of the program. These resources include a PD presentation, teacher lesson plans for each decodable title, getting started guides for each grade level, a letter to the administrator, and a letter to parents letting them know about the reading program and what to expect.

### **Training**

**The vendor must provide training, resources, and professional development on the use of the digital platform and alignment to Literacy Essentials. Please describe the following:**

**a) Any on-demand educator support resources.**

We offer on-demand professional development videos as well as access to our past professional development sessions featuring many literacy experts and researchers discussing topics related to the Science of Reading, Early Literacy, Decoding from Pre-K to Second Grade, and other literacy-focused topics.

**b) How you will provide orientation, implementation, training, and ongoing support for application usage.**

Our Customer Success team organizes the orientation, implementation, and ongoing support for all districts utilizing our decodables. This support extends to our QR phonics lessons, which are embedded in each decodable title. Although the digital lessons are not an application, we would be happy to conduct informational sessions and ongoing support for this component of our books.

**c) On-going technical support and customer service.**

Any technical assistance will be provided by our Customer Success Team and overseen by the Director, Stacey Stallings. We will provide assistance with the QR code lessons should questions arise. We do not offer additional technical products. However, we are enthusiastic to support Wayne RESA in any way that will make the program most successful.

**d) Key differentiators in service offerings, account management, and value-added services proposed by your company.**

One of the main components of our customer service is the level of relationship building we do with our customers. We take the time to meet with them many times throughout the ordering process and during implementation to ensure the district's needs are understood and



executed. Our team is dedicated to student success and as a commitment to our passion we conduct internal audits prior to shipping, research district content regulations, and provide free professional development each month. Our free teacher resources help teachers conduct formative assessments, create unique lesson plans, and most importantly keep kids engaged.

**e) Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.**

**Project Management Plan**

Just Right Reader has created a project management plan for Wayne RESA to ensure the process is successful and supportive. Our plan includes designated responsibilities for each team member assigned to this project, coordinating with district leaders and other administrators to ensure reading data is collected and fulfillment of the order is processed promptly.

**Project Scope & Deliverables:** Just Right Reader shall fulfill the agreed-upon order (s) of decodable books to support a comprehensive literacy program.

**Project Schedule:** Upon award of the Contract, Just Right Reader will coordinate meetings with school leaders to discuss shipment location (s), what to expect, how to handle the books upon delivery, and other pertinent information.

**QA Plan**

Just Right Reader's approach to Quality Assurance and Management encompasses many factors including, but not limited to, the needs of our clients (districts, students, educators, and families), the preferences of our customers, the experience our customers have, remaining integral to the research we aligned to our decodables, and continuing to improve all of our processes.

**Sampling/Reviewing**

This is our policy of randomly checking our books, the fulfillment process, and the steps we take every day to improve our customer experience. Because our employees know that any product or process can be quality-checked at any time, they understand that they are motivated and confident to make changes and call out processes that need improvement.

**Finished Product Inspection**

Our finalized products policy includes a checklist of functions, features, and appearance elements that we consider vital to selling the product and the research that our decodables are based upon. To meet this inspection, we work with literacy experts who conduct peer reviews of our books, help guide us in the right direction and provide a candid account of what they believe needs to be changed.

**Customer Service Quality Control**



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Our customer service quality control includes a designated Contract manager routinely checking in with district leaders to gauge customer satisfaction, student progress, and teacher feedback. We use surveys, emails, calls, and on-site visits to gauge client satisfaction.

## **Total Quality Control**

We build quality into every operation phase. Instead of focusing on catching mistakes, we strive to prevent mistakes from occurring. This means our quality control policies cover our entire operation, from ordering materials and supplies to acquiring or manufacturing products to delivering them to satisfied customers. We started by examining each stage of the operation early to see what we could do to prevent mistakes and create a policy to address those mistakes. We feel the investment it has taken to pay this close attention to detail and quality has been why we've managed to enter so many school districts quickly.

### **1.6 Service Capabilities**

#### **1.6.1 Communication Plan/Contract Management**

**Proposers shall identify their company standards of communication as they relate to Contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.**

The Just Right Reader Customer Success team will reach out to Wayne RESA to gather the necessary contact information of key stakeholders. Our team will also schedule a cadence of communication and data-gathering calls. During the ordering process, delivery and implementation phases our team will communicate with school contacts to ensure the stakeholders are informed and supported. Any events which might affect the agreed upon schedule are communicated to clients immediately. Questions or concerns posed by clients are answered the same business day. These are some of the communication practices that the Customer Success team conducts. However, any special requests by individual districts will be considered.

### **1.9 Delivery and Acceptance**

**Proposer should address the following items and costs in their proposal and other items/costs that they are aware of that may not have been requested in this bid.**

- **All pricing must reflect net 30 payment terms.** Confirmed.
- **Ordering/customer service capabilities and procedures.**

Ordering can be done via email, phone or mail. We prefer POs be sent via email. Our turnaround time for processing orders is one business day.

- **Policies and procedures for an organization accepting product/service.**

## **Just Right Reader Customer Experience**

### [Internal Pre-Onboarding](#)



- Fulfillment logistics/exceptions
- Timeline
- Discovery Phase - District Research
- Key Details
- Additional Knowledge Transfer
- Review of the order and expectations

#### **Onboarding:**

- Customer Onboarding Meeting
- Goal Setting
- Implementation checklist
  - Confirm Library
  - Take-Homes
- Student Upload Sheet
- Virtual Submissions

#### **Fulfillment:**

- Data-Driven Take Homes
- Libraries/Generic Take Homes/Skill Reviews:
- standard delivery in 5-7 business days
  - Logistics
  - Informed Shipping
  - Processing
    - Shipped with Tracking Information
    - Data check-in:

#### **Implement:**

- 5 -7 Days AFTER CSM shares shipment logistics with fulfillment: Provide partners with access to the Teacher Resources Site and Password.
- Tracking Numbers Shared:
  - What to expect and unpacking
    - By Product
  - Tracking Numbers
  - How to get started with decodables
  - **Take Homes Resources**
  - **Skill Reviews Resources**
  - **Libraries Resources**

## **1.10 Management and Staff**

**Proposer should address the following items in their proposal.**

- **Project Management of the Contract.**



The management of the Contract and related tasks from award to implementation will be overseen by the following individuals. If additional capacity is deemed necessary to support Wayne RESA, we will assign additional teams as needed.

Contract Related Tasks: Julianne DeMartino, Business Development Manager

Implementation, Training, Onboarding: Stacey Stallings, Director of Customer Success

Staffing, HR Data, Background Checks: Kayla Larkham, Director of Human Resources

In-Person Events/Professional Development: Tracy Purdy, Director of Learning

Product-Related Matters: Colleen Anderson, Director of Product Development

- **Staffing and responsibilities.**

Kayla Larkham, Director of Human Resources

- **Process and procedures to keep safe and secure facilities when delivering products/services.**

Stacey Stallings, Director of Customer Success

- **Background checks process, depending on the facility ordering the product/services a more restrictive background check may be required.** Kayla Larkham, Director of Human Resources

- **Additional Staff to Support this Contract:**

Employee
Adam Welcome, Partnerships and Strategy Director
Alex Lewis, Graphic Designer
Alex Beattie, Fulfillment & Organizational Strategist
Alex Rydlinski, Product Video Manager
Aly Jenny, Director of Product

Brittny Fillmore, Director of Partnerships
Catherine Shaw, Partnerships Manager
Christy Lamb, Director of Partnerships
Colleen Anderson, Head of Product
Daniela Emmerich, Product Manager



SERVICE  
LEADERSHIP  
COLLABORATION  
EXCELLENCE



MAC

Hannah Barr, Customer Support Representative

Ina Bondoc, Customer Success Manager

James Contreras, Email Marketing Manager

Jazmin Griffin, Senior Staff Accountant

Jeffrey Nelson, Supply Chain Coordinator

Jen Chavez, Marketing Events Coordinator

Jon Collins, Video Creative Director

Justina Spinn, Sales Operations Associate

Kate Cass, Controller

Kayla Gutierrez, Special Projects Manager

Kayla Larkham, Senior Human Resources Manager

Laura Stephens, Director of Sales Operations

Lizzy Fortun, VP of Strategy and Partnerships

Natalie Nawroz, Email Marketing Manager

Nick Cowden, Supply Chain Manager

Pam McAuley, VP of Partnerships

Rachel Donner, Executive Assistant to CEO

Rochelle Courtney, Operations Analyst

Stacey Stallings, Customer Success Director

Teddi Fulenwider, Development Manager

Terri King, Impact Manager

Tracy Purdy, Director of Learning

Warren Turner, COO

## Supporting Materials

### JRR Logic Model



[Methodology](#)

[Curriculum Alignments](#)

[Instructional Approach](#)

[e-library](#)

[Lesson plans](#)

[Library of titles](#)

[Reading Workouts](#)

[Digital Books](#)

- [C - A Letter Book](#)
- [I Love My Hair](#)

[QR Video Lessons](#)

- [Kindergarten](#)
- [First](#)
- [Second](#)
- [3-5 High-Interest Decodables](#)

[Decodables Grounded in Research—Backed by Dr. Heidi Anne](#)

[Mesmer Sequential Scope and Sequence](#) [Endorsed by Dr. Ray](#)

[Reuztel, Ph.D.](#)

[Implementation Guides & Teacher Resources](#)

[Classroom Library Guide](#)

[Take-Home Decodables Guide](#)

[Caregiver Guide](#)

[Small Group Reading Observation](#)

[Classroom Libraries](#)

[Just Right Reader Take-Home Decodable Boxes](#)

[Just Right Reader Spanish Decodables](#)