



KEY CONTRACT TERMS

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

<u>Contract Between:</u>	Wayne RESA and Newsela, Inc.
<u>Contract Purpose:</u>	Master Agreement for High Quality Student Texts for Wayne RESA authorized CoPro+ Members
<u>Contract Number:</u>	WRESA-08-2023-2024-09-N
<u>RFP Number:</u>	WRESA-08-2023-2024-09
<u>Contractor Name:</u>	Newsela, Inc.
<u>Contractor Address:</u>	185 Madison Ave., 5th Flr. New York, NY 10016
<u>Contractor Telephone:</u>	(401) 213-9287
<u>Contract Administrator:</u>	Wayne RESA Designee/CoPro+
<u>Contract Period:</u>	November 15, 2023 – November 14, 2028
<u>Base Contract Years:</u>	November 15, 2023 – November 14, 2026
<u>Option Years:</u>	November 15, 2026 – November 14, 2027 (Option Year 1) November 15, 2027 – November 14, 2028 (Option Year 2)
<u>Delivery/Shipment:</u>	Refer to Section 1.9
<u>Pricing:</u>	Refer to Section 2.1 and Attachment A
<u>Administrative Fee:</u>	2.0%
<u>Terms & Conditions:</u>	Refer to Section 3.0
<u>F.O.B.:</u>	Destination
<u>Ordering Options:</u>	Chris Mezzatesta procurement@newsela.com
<u>Payment Options:</u>	Purchase Order or Direct Voucher
<u>Miscellaneous Information:</u>	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 an 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:

WAYNE RESA:

Newsela, Inc.

Beth Gonzalez Deputy Superintendent

Firm Name

Name/Title

DocuSigned by:
Chris Mezzatesta

DocuSigned by:
Beth Gonzalez

B4D98E5C0C40438...
Authorized Representative Signature

D9C28B07B037446...
Authorized Signature

Chris Mezzatesta

1/17/2024

Print Name/Title

Date

1/17/2024

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 the elevators.

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 a 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.

Jarrold Roth,
Senior Account Executive
jarrod.roth@newsela.com
(248) 767-2415

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 within forty-eight (48) hours or two (2) business days unless it is an emergency issue.

Contractor offers customer support for paid customers Monday–Friday (excluding national and company holidays) between the hours of 8 a.m.–8 p.m. ET via Live Chat and a contact form (<https://learn.newsela.com/contact/>).

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.



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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



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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 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.



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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 responses 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.



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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 ten (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:



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- (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 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.



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(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

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:

(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 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



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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.

Commercial General Liability Insurance	
<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.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Applicable laws governing work activities	
Employers Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each occurrence	
Automobile Liability Insurance	
<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.
Umbrella or Excess Liability Insurance	
<u>Minimum Limits:</u> \$4,000,000 Each occurrence excess of underlying; \$4,000,000 Products/Completed operations aggregate excess of underlying	
Privacy & Security Liability (Cyber Liability) Insurance	
<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 twenty (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.



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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



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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 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 30 Days, to accept the corrected deliverable.

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



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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 twenty (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.



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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 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;
- (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 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")



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).

PROPOSAL SUMMARY			
Product Offering 1	Cost Per Student	Annual Cost	3 Year Cost
Newsela Blended Learning Suite + Professional Development	\$12.60	\$2,570,400.00	\$7,711,200.00
--Blended Learning Suite Includes Newsela ELA, Newsela Social Studies, Newsela Science, Newsela SEL & PD Pass			
** Includes access for 32 Public School Districts and all Public Academies in Wayne RESA excluding Detroit Public Schools Community District			
** 2% Administrative Fee included in proposed pricing			
** Piggyback contracts are welcomed with the only limitations being Newsela standard per site minimums			
Product Offering 2	Cost Per Student	Annual Cost	3 Year Cost
Newsela Blended Learning Suite + Professional Development + Formative	\$15.10	\$3,080,400.00	\$9,241,200.00
--Blended Learning Suite Includes Newsela ELA, Newsela Social Studies, Newsela Science, Newsela SEL & PD Pass			
** Includes access for 32 Public School Districts and all Public Academies in Wayne RESA excluding Detroit Public Schools Community District			
** 2% Administrative Fee included in proposed pricing			
** Piggyback contracts are welcomed with the only limitations being Newsela standard per site minimums			



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



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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.



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:



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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



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



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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.



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. §



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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



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.

1.3 Scope of Work

Wayne RESA Educational Services Department seeks to establish a vendor who can provide 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.

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

1.4 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 a 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.



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B. The Contractor must provide 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.).

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.
- 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.

Newsela launched in 2013 as a provider of current events articles to make literacy more fun and engaging for students. As we witnessed the rapid adoption of our product throughout the country, we received requests for state-standard-aligned content and subject-specific curations designed to meet the needs of educators and administrators. As a result, in 2020, we expanded to include subject-specific products such as Newsela SEL Collections, Newsela ELA, Newsela Social Studies, and Newsela Science. In doing so, we also added a wide variety of content partners and genres including fiction, poetry, scientific papers, and multimedia, as well as curated collections that fill a variety of content gaps and needs, which are detailed throughout this proposal.

Our ever-expanding content library contains thousands of texts (including fiction and nonfiction) and many instructional supports such as Write Prompts, Lesson Sparks, Quizzes, and more. Newsela is updated with new current events articles daily—ensuring students and teachers access to fresh, relevant content that covers a breadth of topics across all content areas. We partner with [over 200 eminent publishers](#), including The Associated Press, National Geographic, and The Smithsonian Institution, to provide students and teachers with quality content. Each day, our editors review new content options across a wide range of news and nonfiction partners. We source with an eye toward timely, engaging stories that will be relevant to both students and their teachers, and aim to vary our coverage across subjects and subject areas each day. When sourcing for a particular subject area, we may do a more focused search within our partner

content to find articles that make realworld connections to the concepts and standards students are learning in the classroom.

Newsela is designed to support all students, including English Language Learners, students with disabilities, and students who need remediation and acceleration to achieve grade-level standards.

While teachers strive to level content appropriately to each student and adjust this content as students gain skills, we recognize that it can be difficult to do in today's busy classroom environment. That's why in creating Newsela, we built a platform that does it for them. Our experienced Editorial team publishes each Newsela article at five different Lexile levels, allowing for content to be differentiated for every learner. Newsela's leveling capability directly supports all learners as they work to achieve grade-level standards. Newsela's leveling capability is designed for students in Grades 2-12. Newsela's 11 dimensions of leveling include: sentence length, word frequency, grade-level vocabulary, syntax, text cohesion, organization, subject maturity, background knowledge demands, tension and interest, word and sentence variety, and accessible content with room for cognitive leaps. Leveling is highly aligned to and based on Lexile Levels, helping teachers understand students' progress within the context of existing reading frameworks. As students spend time in Newsela, we learn each student's reading level with a high degree of accuracy. Newsela uses this to present each student with an article at their "just-right reading level", which is continually adjusted as students gain reading skills.

Instructional materials within Newsela provide teachers with strategies for adapting instruction to meet the needs of diverse learners. Newsela supports differentiated instruction by equipping teachers with the following instructional supports:

- All nonfiction articles within your Newsela implementation are available at five different Lexile levels to accommodate students at a wide range of reading levels and learning abilities
- Lesson Sparks within Newsela include an Extension component to provide Advanced Learners with an opportunity to extend their learning through independent inquiry
- Teacher-led annotations provide English Language Learners and students who receive special education services with a scaffolded reading experience and support educators in fostering increasingly higher levels of thinking for all students
- Read Aloud functionality is available for every Newsela text to provide all learners with an entry point to learning
- Article images are paired with each text to support pre-reading strategies and offer a visual scaffold for English Language Learners, students who receive special education services, and students reading below grade level

Built-in opportunities for Personalized Learning and student voice and choice include multiple texts available within each text set so that teachers can empower students with choice when it comes to their reading. Lesson Sparks also offer opportunities for student voice and choice by providing teachers with a variety of instructional strategies to accommodate the learning styles and preferences of diverse learners

At Newsela, we believe articles and photos should serve as windows and mirrors for Newsela's diverse readership, teaching readers about those different from them and giving readers opportunities to identify with people within our content. Editors consider how a reader will feel after reading a certain article—no perspective presented on Newsela should make readers feel attacked or singled out. The language Newsela uses to describe or define commonly disenfranchised groups will be the language chosen by those groups themselves, not by groups who aim to further disenfranchise them. Culturally responsive pedagogy is an integral part of how Newsela selects and curates texts. Newsela includes a variety of collections, text sets, and individual articles that showcase diverse role models, perspectives, and generally illustrate individuals of a variety of backgrounds, cultural and racial identities, age groups, and other groups. We believe that the content students are reading should reflect the rich and diverse perspectives of the communities they live in. Showcasing diverse role models, genders, cultures/races, and age groups is integral to Newsela's content philosophy. Newsela sources diverse content from partners to identify the most relevant and representative content for students. Newsela's platform caters to students' diverse interests and exploration by recommending content to them at the bottom of texts they have read. These recommendations are tailored to students based on their interests and help them develop a love of learning through content that is relevant to them. Newsela incorporates the following methodologies and strategies effective for making content accessible for all learners:

- **Content in Spanish:** Approximately 25% of Newsela content is dually published in English and Spanish. As Spanish-speaking English Learners develop skills, they can use these dual- language texts to further their understanding of English. Newsela's "En Español" section allows students and teachers alike to easily find Spanish Language content.
- **Images, Graphics, Charts, and Visuals:** Article images are paired with each text to support with pre-reading strategies and offer a visual scaffold for English Language Learners, students who receive special education services, and students reading below grade level. Newsela Science also provides opportunities for students to analyze data, such as Exploring Data with Tuva (a cross-curricular collection created in partnership with Tuva). Each text set in this collection aligns Newsela texts interactive dataset and activity. Newsela includes a set of diagrams, and articles appear with a wide range of images, graphics, charts, and other visuals.
- **Lesson Sparks:** When using Newsela with English language learners, students with disabilities, and/or advanced students, we recommend engaging multiple modalities such as listening, reading with a Tuva Science also speaking, and



writing based on the language proficiency of your students. To support teachers in this effort, we provide lesson supports that provides teachers with activities across modalities before, during, and after reading Newsela articles and text sets. Each Lesson Spark includes an anticipated time allotment for instruction as well as graphic organizers to support the recommended activities.

Students with disabilities will have ample opportunities to access Newsela in the way that's right for them. The student experience on Newsela is substantially conformant to WCAG 2.1 AA and Section 508. This ensures that all students can access our content, on our platform, at their level. In our platform, students can:

- Navigate Newsela using a keyboard.
- Access the information on Newsela with updated colors to meet color contrast standards and alternative text on every image, including all article photos, illustrations, graphs, and charts.
- Understand the information on the site with consistent elements and simple language.
- Use assistive technology to access content on Newsela with screen reader friendly labels.

Accessibility features within our product include:

- Read Aloud: Newsela articles include a read-aloud feature, which highlights and reads the text of an article aloud. Read Aloud functions on web browsers and the iOS version of the Newsela app.
- Offline functionality in the Newsela app allows students to complete Newsela assignments offline.
- Keyboard Navigation: The student experience in the Newsela web app is navigable with a keyboard and screen reader, including:
 - o Main menu navigation: The navigation at the top of the site (e.g. library, news, and text set menus)
 - o Student Activities
 - o Lexile Level
 - o Power Words definitions in the article
 - o Sign In / Sign Up experience
 - o Student homepage and assignments
 - o Student Binder and Word Wall
- Screen Readers: Newsela's student experience is compatible with the screen readers VoiceOver, NVDA, JAWS, ChromeVox, and TalkBack. All images include alternative text descriptions for users with visual impairments. Quizzes display correct and incorrect answer information in words, which screen readers can access. Labels across the student experience are screen reader-friendly, including search, the article page, and activities.

Newsela is also compliant with the WCAG in the following ways:

- Permanent, visible labels appear on elements across the site.
- Article cards include the most relevant details for students, with a clear hierarchy of important information.



- All interactive elements like buttons, links, and menus are labeled with the name of the element.

Please see our most recent [Accessibility Conformance Report \(ACR/VPAT\)](#) for more information on our accessibility efforts

In addition to accessibility features built within our platform, Newsela also integrates seamlessly with many third-party tools designed to enhance accessibility. With the Google Read&Write extension on Newsela, students can use the picture dictionary, text dictionary, and more to support their comprehension as they read. Helperbird helps students access texts by providing multiple options for text size, font, letter and word spacing, and more. OpenDyslexic font is available through this feature.

The following sections provide an in-depth overview of the Newsela products and how they align to our mission of providing culturally relevant, aligned, and accessible content for students.

Newsela ELA

Based on feedback from longtime Newsela partners as well as the need for curriculum aligned to changing Language Arts standards across the U.S., Newsela worked with content partners, administrators, and pedagogical experts to create **Newsela ELA**. Newsela ELA is a comprehensive, engaging, and culturally responsive resource for Language Arts curriculum and instruction. Serving students in grades 2 through 12, Newsela ELA provides teachers with a library of authentic, timely, and trustworthy content, along with assessment & reading skills tracking and activities to reinforce reading engagement in the classroom.

Newsela ELA is updated daily with new-level news articles. We partner with over 200 eminent publishers, including The New York Times, The Associated Press, National Geographic, and The Smithsonian Institution, to provide students and teachers with quality content.

With Newsela ELA Curriculum Complements, teachers will have Newsela content that is mapped directly to a variety of curricular materials, making it easy to make your existing instruction more engaging, relevant, responsive, and accessible for every student. This helps to ensure that teachers are turning to a vetted resource like Newsela that is directly aligned to their core purchase. Newsela currently has over 25 Curriculum Complements for Newsela ELA, Social Studies, and Science. These include popular core resources like Amplify, TCI, Mystery Science, Wonder, and many more.

Newsela ELA offers content that reflects the types of texts and media that students will experience in the real world, including, but not limited to: non-fiction (informational texts, primary sources, pro/con articles, opinion articles), fiction (poetry, full short stories), multimedia (maps, infographics, diagrams), podcasts, and video. With the



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variety of texts, students can leverage different mediums and truly read (and listen) as the thinkers and writers of the future.

Just like with our nonfiction content, we take pride in providing high-quality content in fiction resources. As part of Newsela ELA, we've added a robust and growing **Fiction** section. Representing a wide range of topics students want to read about, including Historical Fiction, Horror, and Sci-Fi, Newsela ELA's Fiction section contains texts for elementary, middle, and high school students. Fables and folklore are also included in Newsela ELA's fiction resources.

Write Prompts are fiction-specific, helping students build literacy skills. Aligned to fiction standards, our fiction resources come from trusted publishers of classic, vetted fiction that students love.

Highlighted Newsela ELA Collections include:

- **Novel and Book Studies** collection introduces or builds upon the themes, characters, settings, and authors of 450+ of the most taught books and novels.
- **Curriculum Complements** organize Newsela content to work alongside your existing curriculum (Wonders, Into Reading, Amplify, and many more) to activate, build, and extend students' knowledge.
- **Research Projects** give students the context and relevant current connections for a range of popular and engaging topics.

Newsela Social Studies

Newsela partners with more than 200 eminent nonfiction publishers, including *National Geographic*, The Smithsonian Institution, The Big History Project, and the Zinn Education Project to provide students and teachers with quality Social Studies-focused texts. News-based Newsela content partners, including the Associated Press and the Washington Post, provide articles that help students connect today's news with the Social Studies curriculum. Finally, Newsela Social Studies includes considerable primary source documents, including letters, speeches, and Supreme Court cases. In addition to the literacy-based quizzes included with all Newsela articles, Newsela Social Studies also has select articles that include a Social Studies-specific quiz, designed to support the acquisition and mastery of C3 Dimension 3 skills: Evaluating Sources and Using Evidence. quizzes are designed to support the acquisition and mastery of Social Studies skills including evaluating sources, analyzing and critiquing conclusions, and developing claims.

Newsela Social Studies subscription will include reading comprehension-oriented **Write Prompts** alongside all texts, as well as Social Studies-specific Write Prompts. Write Prompts are pre-populated with suggestions we've developed to help students crystallize and apply their knowledge. Each Write Prompt is aligned to an indicator from either Dimension 1 (Developing Questions and Planning Inquiries), Dimension 3



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(Evaluating Sources and Using Evidence), or Dimension 4 (Communicating Conclusions and Taking Informed Action) of the NCSS C3 Framework.

Enabling Wayne County educators to quickly find inquiry-based resources, our platform also offers a **C3 Inquiries collection along with other collections like Social Studies Courses**. In the C3 Inquiries and courses, teachers will have access to resources designed to get students thinking like historians.

- The **C3 Inquiries Collection** was created in partnership with the authors of the C3 Framework. Each Unit corresponds to one of their Inquiries. We have directly integrated their compelling and supporting questions, formative and summative tasks, and curated primary sources into each Unit. In addition to those C3-curated materials, we've supplemented each Unit with relevant and engaging current events articles to enable students to make connections between the historical context and the present day and take informed action in their communities.
- Social Studies Courses include U.S. History, World History, Ancient Civilizations, Economics and Financial Literacy, Civics and Engaged Citizenship, Exploring World Geography, and Black U.S. History. All these courses are designed with Lesson Sparks, unit guides, text sets, and diverse representations of people throughout history.
- Newsela Curriculum Complements for Social Studies include alignments to TCI, Savvas, and several more resources to ensure that your teachers are using vetted and aligned content to your core resources.

Newsela Science

Newsela Science is a supplemental science support platform, built to provide what science teachers care about. We believe that Newsela Science is the ideal science resource to drive exciting, rigorous teaching and learning across the district's secondary classrooms. Newsela Science provides students with engaging, accessible science-focused texts that drive mastery of skills students need to think like scientists. Aligned to the NGSS, Newsela Science combines our student-friendly, fresh content with instructional supports to ensure that key standards are covered with Newsela content. Because science is happening all the time, we add new texts each day to ensure that students always have access to content that's relevant and speaks to real-time events in their lives and communities.

Newsela Science gives teachers the content and lesson resources they need to drive science content knowledge and confidently implement inquiry-based science standards. Newsela Science also allows teachers to easily integrate science and literacy with standards-aligned content and activities to get students thinking like scientists. We strive to show students that science happens in the world, not just in a textbook, with content that exposes them to real-world science issues that spark their curiosity about the science that is happening all around them.

Newsela Science equips teachers by providing NGSS-aligned courses and flexible units, summative and formative assessments, and progressional learning resources for science instruction. Courses are built around Newsela's authentic, leveled texts. Teachers can find content and resources in courses such as Life Science, Physical Science, Earth and Space Science, and many more. In addition, teachers can find engaging and relevant resources like science current events, science change-makers, exploring data with Tuva, science challenges at home, project-based learning climate change resources, and more.

While teachers strive to level content appropriately to each student and ensure personalized learning, we recognize that it can be difficult to do in today's busy classroom environment. That's why Newsela built a platform that does it for them. Our experienced Editorial team publishes each Newsela article at five different Lexile levels, allowing each learner to access grade-level content. Newsela's leveling capability directly supports all learners as they work to achieve grade-level standards by providing superior access to science content. Newsela's 11 dimensions of leveling include: sentence length, word frequency, grade-level vocabulary, syntax, text cohesion, organization, subject maturity, background knowledge demands, tension and interest, word and sentence variety, and accessible content with room for cognitive leaps. As students spend time in Newsela, we learn each student's reading level with a high degree of accuracy. Newsela uses this to present each student with an article at their "just-right reading level," which is continually adjusted as students gain reading skills. At the same time, we understand that no one knows your students like you do. While Newsela will nudge a student's just-right reading level up or down, teachers can direct the reading level students see manually. Highlighted Science collections include:

- **Course curation**s support required science concepts for any classroom across disciplines and grade levels that include for grades 3-12 include engaging, realworld phenomena, accessible core ideas, 5E lessons, ready-to-go student activities, performance tasks, and claim-evidence-reasoning activities. Embedded teacher supports and classroom-ready lesson resources, like pacing guides and master materials lists, help teachers bring science content to life.
- **Favorite lessons** like Virtual Field Trips, Seasonal STEAM, Science Changemakers, and Science in the News help teachers show students why science matters and bridge the gap between the classroom and science that is happening in the world around them.
- **Curriculum Complements** aligned to core resources like Amplify, STEMScopes, Mystery Science, and many more are also available to directly align Newsela content to your core resource in Science.

Newsela Social-Emotional Learning (SEL) Collections

The goal of Newsela's SEL Collection is to promote the development of students' social and emotional skills, fostering positive relationships and self-development. Newsela SEL helps students practice active reading strategies while engaging students in activities that get them thinking, talking, and writing about social-emotional skills.

Every lesson considers the unique needs of **elementary, middle, and high school learners**, providing developmentally appropriate content for each grade band. In designing this resource, our Content Solutions team worked closely with instructional experts in Social and Emotional Learning to ensure that our SEL offering reflects current best practices in SEL pedagogy. Newsela SEL draws from the following frameworks:

- CASEL
- Harvard Graduate School of Education
- Yale Center for Emotional Intelligence
- Greater Good Science Center at UC Berkeley
- Positive Behavioral Intervention and Supports (PBIS)
- The Aspen Institute
- Character Lab

Wayne County students will build and develop CASEL-defined social-emotional capacities using Newsela SEL:

- **Responsible Decision-Making.** The Newsela Social-Emotional Learning Collection's [Responsible Decision-Making Unit](#) helps students make constructive choices about personal behavior and social interactions based on ethical standards, safety concerns, and social norms. The unit will also foster students' ability to make realistic evaluations of the consequences of various actions and take into consideration the well-being of oneself and others.
- **Relationship Skills.** Relationship-building is directly addressed in our SEL product through a Relationship-Building Unit, as prescribed by the CASEL Framework. In this Unit, students will learn about and work to establish foundational relationship-building skills. Each Topic provides content and activities designed to teach specific concepts and build interpersonal skills, teachers can also access the Unit's guiding questions and social-emotional frameworks to emphasize the broader concepts of relationship-building. Encompassing Communication, Friendship, Conflict Resolution, and Bullying subunits, the Building Relationships Unit of Newsela SEL provides teachers with resources to equip students with the skills they need to communicate clearly, listen well, cooperate with others, resist inappropriate peer pressure, and seek and offer help when needed.
- **Self-Awareness.** In Newsela SEL's Self-Awareness Unit, students are given the tools they need to take control of their mental and emotional health. This Unit helps students build foundational cognitive and emotional skills beginning with recognizing how our thoughts, feelings, and actions are interconnected. Among others, subunits within the Self Awareness Unit include Emotions and Mindfulness.
- **Self-Management.** Newsela SEL's Self-Management section is a key resource for teachers to help their students develop crucial emotional intelligence skills. With subunits on Self-Control, Determination and Growth Mindset, Courage,



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Organization, and more, this CASEL-aligned section is designed to help students deal with the many demands on their time and attention and the stressors that result from them. In the Healthy Habits section of our CASEL-aligned Self Management Unit, teachers can find texts and Lesson Sparks supporting students in creating proper sleep habits, exercising, eating healthy, limiting screen time, and more.

- **Social Awareness.** Newsela SEL directly addresses and builds students' ability to use empathy to engage with their peers, families, and teachers. In the Social Awareness Unit of our SEL platform, students learn skills for being open-minded and receptive to others' beliefs and ways of life. This unit gives students the opportunity to consider how the decisions they make will impact the world and, more specifically, how those decisions affect the people around them. The Social Awareness unit contains subunits for Curiosity, Perspective-Taking and Diversity, Empathy, Respect and Kindness, and Social Cues. While developing empathy is encouraged through all of these subunits as well as elsewhere in Newsela SEL, teachers can use [the Empathy section](#) to expressly develop students' ability to take others' perspectives and act accordingly. In this Topic, students will learn the difference between sympathy and empathy, read about how empathy affects our brains, bodies, and minds, and take action in their own lives by practicing empathy.

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



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While teachers strive to level content appropriately to each student and adjust this content as students gain skills, we recognize that it can be difficult to do in today's busy classroom environment. That's why in creating Newsela, we built a platform that does it for them. Our experienced Editorial Team publishes each Newsela article at five different Lexile levels, allowing for content to be differentiated for every learner. Newsela's leveling capability directly supports all learners as they work to achieve grade-level standards. Newsela's leveling capability is designed for students in Grades 2–12. The vast library of standards-aligned, diverse content on Newsela (with thousands of available articles) makes it possible for teachers to introduce any curricular topic with safe, vetted, accessible texts. Newsela also includes more than 20 genres of text and multimedia content that include current events, primary sources, fiction, poetry, explainer texts, pro/con articles, and many more.

Newsela's 11 dimensions of leveling include: sentence length, word frequency, grade level vocabulary, syntax, text cohesion, organization, subject maturity, background knowledge demands, tension and interest, word and sentence variety, and accessible content with room for cognitive leaps. Leveling is highly aligned to and based on Lexile levels, helping teachers understand students' progress within the context of existing reading frameworks. As students spend time in Newsela, we learn each student's reading level with a high degree of accuracy. Newsela uses this to present each student with an article at their "just-right reading level," which is continually adjusted as students gain reading skills. At the same time, we understand that no one knows your students like you do. While Newsela will nudge a student's just-right reading level up or down, teachers can direct the reading level students see manually, and students can even click to change their reading level themselves.

3. 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.



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Newsela is prepared with a dedicated team to support and provide a unique partnership with Wayne County. The following outlines how we will go about customizing this experience and tailoring it to the needs of the districts involved:

- Wayne County will have full access to a dedicated success team - including a Professional Learning Manager and Customer Success Manager who provide customized services in the form of professional learning session structures and topics, in addition to resources that are specific to Wayne County's needs. Each professional learning session is designed to deeply enable each learner through a wide range of customizable [offerings](#). Additionally, Wayne County will have access to a School Engagement Manager who will review data and work with individual schools to ensure implementation is successful and building admin and teachers have the resources and support that they need.
- Customer Success Managers will work with districts to provide data insights, provide actionable next steps based on trends and data, and set yearly goals to strive for each school year. The Customer Success Manager will meet routinely with leaders to check in on progress, identify trends, answer questions, and provide world-class support to the districts.
- Newsela professional learning offers timely, succinct, and interactive training provided in a multitude of delivery methods and entry points. Professional Learning sessions are offered as in-person training, synchronous sessions or asynchronous courses. Each modality provides unique benefits, meeting each learner where they are with the tools necessary to ensure comfort with the platform. Sessions are offered for beginners that help orient the learner to the Newsela platform and highlight components that help build background knowledge, provide skills practice, and illuminate diverse perspectives. There are also numerous sessions for those who are growing in their knowledge or are experienced with the Newsela platform - providing specific insight and best practices for leveraging Newsela to support subject-area priorities. Lastly, Wayne County will be provided with a dedicated Strategic Professional Learning Manager who will be responsible for managing the training provided throughout the county, supporting learning at all levels, and delivering tailored content for each stakeholder.
- Newsela's on-demand professional learning is accessible at several entry points. With paid professional learning sessions, educators can access on-demand, engaging courses that they can complete at their own pace. These asynchronous sessions consist of a series of lesson modules leveraging text, video, interactive try-it tasks, and reflection prompts to guide educators in exploring Newsela resources and instructional strategies to support meaningful classroom learning for all students. Furthermore, Newsela also offers support via the Educator Center. The Educator Center offers support in the form of brief professional



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learning videos, support articles, and a community of educators to learn from - all available at the convenience of the educator.

- Support is always available to Newsela customers through our on-demand support chat featured in the Educator Center. This resource helps each user get the information they need to be successful. Additionally, Newsela has dedicated support teams to support Wayne County schools, working closely with individual schools, principals, and teachers. This includes a Customer Success Manager who will support leaders at all levels and educators in the day-to-day implementation of the Newsela Resources.
- Districts will also have access to the Newsela Curricular Solutions team that will help identify district goals and solution map those goals to resources and practices within the Newsela platform.

Coupling Formative to the proposed foundational Newsela solution will not only enrich your educational toolkit, but will bolster the provision of ongoing, real-time, invaluable data through a diverse range of assessment formats. This serves a dual purpose of offering immediate insights to educators, empowering them to adapt their instruction in real time, and facilitates knowledge sharing among school, district, and RESA members. Through collaboration on this robust database, educational stakeholders can collectively enhance Newsela support and training efforts, ensuring a more informed, effective, and equitable educational environment for all.

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.



At Newsela, our goal is to support educators with subject-specific and cross-disciplinary content. We believe that access to high-quality content is essential for empowering educators and engaging students. Here's how we can assist educators in their efforts:

- Curated Content:** Newsela offers a vast library of carefully curated articles and texts that span various subjects and disciplines. Our team of educators and content specialists ensures that the content aligns with the latest standards and is suitable for a range of grade levels. This allows educators to easily find subjectspecific articles that match their curriculum needs. Educators will find readily available content-specific resources in Newsela ELA, Social Studies, Science, and SEL. All these resources are designed to have cross-curricular connections built into them and are rooted in foundational literacy skill-building. All resources include literacy-based practices, connections with current events, background explainer texts, and diverse perspectives and opinions. In collections, you can easily see direct cross-curricular connections between the content areas.
- Differentiated Reading Levels:** We understand that students have diverse reading abilities. Newsela allows educators to adjust the reading level of each article, ensuring that every student has access to content that is appropriate for their skill level. This differentiation supports struggling readers and challenges advanced learners, providing multiple entry points to the same text. Teachers can also choose to lock levels for readers and expose them to grade-level texts.

Article-Level Engagement: Newsela provides students with multiple avenues in responding to content that include comprehension reading questions in the form of Quiz, Write Prompts, and the ability to annotate and respond to the text. In addition, Annotations in Newsela are interactive highlights and notes that students can add to articles, allowing them to engage with the text by highlighting key points, asking questions, or making connections. These annotations help students actively read and comprehend the material. Quiz questions in Newsela are assessments that follow the articles, designed to test students' comprehension and critical thinking skills. They range from multiple-choice to open-ended questions and help teachers gauge their students' understanding. Writing prompts in Newsela are thought-provoking questions or topics that encourage students to synthesize their knowledge and express their thoughts through written responses, fostering critical thinking and communication skills. Together, these features create a comprehensive learning



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experience, promoting deeper understanding and skill development among students.

- **Cross-Disciplinary Connections:** Newsela's content extends beyond traditional subject boundaries. We offer articles that explore the intersections of different disciplines, allowing educators to foster critical thinking and interdisciplinary connections in their classrooms. Every text is rooted in practicing reading skills and comprehension along with content that helps bridge the gap between different subject areas.

- **Newsela Lesson Sparks:** Lesson Sparks are dynamic and thoughtfully designed instructional resources that ignite engagement and critical thinking in the classroom. These versatile lesson plans, aligned with educational standards, leverage Newsela's extensive content library to immerse students in meaningful, real-world topics. Whether it's exploring current events, historical perspectives, or cross-disciplinary themes, Lesson Sparks offers educators a comprehensive toolkit that includes discussion prompts, activities, assessments, and suggested teaching strategies. These resources are carefully crafted to accommodate diverse learning needs, fostering a vibrant and inclusive learning environment where students are empowered to develop their reading, writing, and analytical skills while connecting with the world around them.

- **Assessment and Analytics:** Our platform provides educators with assessment tools and analytics to track student progress. This allows teachers to gain insights into each student's reading proficiency and comprehension, enabling them to tailor instruction to individual needs effectively and providing teachers with the information they need to make data-informed decisions for their students.

In addition, Formative equips educators with a versatile platform for assessment and analytics. Teachers can seamlessly integrate a variety of assessment tools, create customized quizzes, assignments, and activities, and utilize a powerful analytics engine to gain valuable insights. This data-driven approach empowers educators to adapt their teaching strategies, enhance student learning, and drive continuous improvement in their classrooms.

Professional Development: We offer professional development resources to help educators maximize the use of Newsela in their classrooms. These resources include webinars, training materials, and a supportive community of educators sharing best practices. In the platform, educators will find the Educator Center and our Professional Learning Community. The Educator Center provides teachers with resources and best practices in implementing Newsela in their classrooms. The Professional Learning Community is a growing community of over 100,000 educators that helps connect educators with other



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educators and includes strategies and lesson ideas across the globe from real-time classrooms.

Customization: Newsela's platform is highly customizable, allowing educators to create assignments, quizzes, and writing prompts based on subject-specific or cross-disciplinary content. This flexibility enables teachers to design lessons that meet their instructional goals. Educators can easily modify text sets and create their own text sets in the platform along with assigning content to whole classrooms or small groups.

Accessibility: We are committed to making content accessible to all students, including those with disabilities. Newsela provides various accessibility features, such as text-to-speech, Spanish translations, and screen reader compatibility. We also easily integrate with numerous SSOs to ensure that students and teachers can easily access that platform.

We believe that by providing educators with the tools and resources to integrate subjectspecific and cross-disciplinary content effectively, we can foster a more engaging and inclusive learning environment for all 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.

Newsela will collaborate with leaders, coaches, and COSAs in providing training, resources, and professional development on the use of the digital platform and alignment to Literacy Essentials and district initiatives both in person, on demand, and virtually. The Newsela Professional Learning team has crafted an [initial professional learning proposal](#) that caters to the unique needs of Wayne County literacy leaders, coaches, and Coaches on Special Assignment (“leadership team”), in addition to other stakeholders. This proposal includes stages of learning meant to showcase best practices and strategies to effectively support educators in leveraging Newsela on a regular basis. Through intentional discovery and inquiry about county priorities, this plan provides the leadership team with asynchronous, synchronous, and in-person professional learning offerings that take into consideration educator stakeholder groups, calendar priorities for instruction, and curricular alignment. With years of experience in building customized, leader-focused professional learning content, the professional learning offerings for literacy leaders, coaches, and COSAs will efficiently and effectively provide the most relevant training materials to leave leaders feeling confident in their ability to guide teachers to instructional success with the support of Newsela products.



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.

Newsela is well-equipped to provide comprehensive support to Wayne County School District, ensuring a seamless alignment of resources including:

- **Newsela Team Support:** Newsela has dedicated support teams to support Wayne County schools, working closely with individual schools, principals, and teachers. This includes a Customer Success Manager who will support leaders at all levels and educators in the day-to-day implementation of the Newsela Resources. A Newsela Professional Learning Manager who will support with professional development and aligning training to best support teachers and students. A Curricular Solution Architect who can support the district in aligning Newsela to district practices and curricular goals. Also, a School Engagement Manager who will review data and work with individual schools to ensure implementation is successful and building admin and teachers have the resources they need.
- **Collaboration with District Leadership:** Our support efforts are conducted in close collaboration with district-level leadership to ensure that all initiatives align with the broader educational goals of the district. This collaborative approach ensures consistency and coherence in educational strategies. This will include monthly meetings with leaders and data reviews to ensure success with implementation. Newsela's team will help identify timely resources for districts aligned with their initiatives.
- **Resource Alignment:** Newsela can assist the district in aligning educational resources, including our vast content library, with pacing guides and years at-a glance. This ensures that teachers have access to materials that are directly relevant to their curriculum and instructional plans. Customer Success Managers and Solution Architects will work with districts to identify what level of support they need with alignment and if potential additional services are needed.
- **Professional Development:** Newsela offers comprehensive professional development programs to help educators leverage our platform effectively. This includes training sessions, workshops, and ongoing support to help teachers integrate Newsela seamlessly into their instructional practices.
- **Curriculum Integration:** Our team can work closely with teachers and curriculum leaders to identify core resources already in use and then can integrate Newsela into the existing curriculum with our Curriculum Complements that are directly aligned to core resources, ensuring that it complements and enhances the educational goals set by the district.



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- **Data Analysis and Insights:** Newsela provides robust analytics tools that allow educators and district leaders to monitor student progress and adapt instruction accordingly. We can assist in using this data to inform decisions and improve educational outcomes. Customer Success Managers can provide additional reporting and resources as requested.
- **Customization:** Newsela's platform is highly customizable, allowing the district to tailor content and resources to meet the unique needs of Wayne County students and teachers.

Newsela is committed to providing virtual and on-site support that is closely coordinated with district-level leadership to ensure a seamless integration of resources and support at the school and classroom levels. This collaborative effort will empower districts to effectively implement educational initiatives, align resources with curriculum pacing, and ultimately enhance the educational experience for students and educators alike.

1.4.1 Statewide Cooperative Contract

Wayne RESA is working with the Michigan Association of Counties CoPro+ program on this bid solicitation. If your bid meets the minimum qualifications, is responsive and responsible and offers competitive pricing you may be considered and approached to extend a term agreement and pricing to other public entities within the county, the region, and the state, in accordance with Michigan Compiled Laws 124.504. This process is called “piggybacking”; it offers tremendous value to public ordering entities regarding the cost and time to manage an end-to-end purchasing event. This process also offers exceptional value to selected vendors in terms of their company’s resources and time to respond to multiple solicitations from various public entities who have a similar need for their products or services.

All pricing submitted to Wayne RESA and its participating entities shall include a **2% administrative 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/CoPro+ for acceptance, using the same format as was accepted in the original contract.

1.4.2 Training

The Contractor 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.
- b. How you 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 your company.
- e. Your approach to meeting the requirements and a description of any services you are proposing to provide as part of your proposal.





- a. Newsela's on-demand professional learning is accessible at several entry points. With paid professional learning sessions, educators can access on-demand, engaging courses that they can complete at their own pace. These asynchronous sessions consist of a series of lesson modules leveraging text, video, interactive try-it tasks, and reflection prompts to guide educators in exploring Newsela resources and instructional strategies to support meaningful classroom learning for all students. Furthermore, Newsela also offers support via the Educator Center. As noted above, the Newsela Educator Center includes our [Educator Community, Professional Learning Page](#), and [Support Page](#). All three are spaces for educators to engage at their own pace, to be inspired and discuss Newsela with other educators, and to answer any open questions.
- b. Teachers and administrators will have access to comprehensive resources for getting started with Newsela. [Within our Getting Started Guide](#), educators can quickly review detailed guides for creating teacher and student accounts, creating classes, rostering, using Newsela's assignment functionality, and more.

If educators need additional support at any time, our **Live Chat** functionality provides on-demand support for a wide range of issues. Live Chat is available from Monday through Friday from 8 a.m. to 8 p.m. ET.

Our implementation plan outlines what to expect during your first three months with Newsela. The implementation plan is co-created with your District to build the foundation for a successful partnership that supports the achievement of district goals; therefore, what follows is a guideline and firm plans will only be created in partnership with you. You can expect something similar for your first three months with Newsela:



	Together	District	Newsela
Setup (prior to teacher usage)	Confirm key District and Newsela stakeholders	Complete integration tasks Provide professional development goals and dates	Integrations Team provides integration tasks to District Integrations Team sets up and completes integrations Professional Learning Manager creates a Professional Learning Plan based on the goals shared in the District's Path to Partnership
First 30 Days	Schedule and Attend Kickoff Meeting Co-create implementation and communications rollout plans	Confirm first date for Professional Development session Send communication to your staff as determined by the plan you create with your Customer Success Manager (copy CSM on all communications) Sign off on Success Plan	Customer Success Manager hosts Kickoff Meeting with all stakeholders Professional Learning Manager reviews PD schedule during Kickoff Meeting and confirms date for first session
By Day 60	Collaborate on Newsela implementation and identify opportunities to increase Newsela adoption in classrooms	Provide availability for monthly meetings and Partnership Pulses District identifies potential teachers for the Newsela Certified Educator program	Customer Success Manager hosts monthly meetings with district stakeholders and Professional Learning Manager Professional Learning



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			Manager hosts Professional Learning session(s)
By Day 90	Schedule and attend ongoing Partnership Pulses to ensure successful implementation and adoption of Newsela	District provides availability for Quarterly Review	Customer Success Manager schedules ongoing Partnership Pulses Professional Learning Manager hosts Professional Learning session(s)
<p>Newsela professional learning offers timely, succinct, and interactive training provided in a multitude of delivery methods and entry points. Professional Learning sessions are offered as in-person training, synchronous sessions, or asynchronous courses. Each modality provides unique benefits, meeting each learner where they are with the tools necessary to ensure comfort with the platform. Sessions are offered for beginners that help orient the learner to the Newsela platform and highlight components that help build background knowledge, provide skills practice, and illuminate diverse perspectives. There are also numerous sessions for those who are growing in their knowledge or are experienced with the Newsela platform - providing specific insight and best practices for leveraging Newsela to support subject-area priorities. Lastly, Wayne County will be provided with a dedicated Strategic Professional Learning Manager who will be responsible for managing the training provided throughout the county, supporting learning at all levels, and delivering tailored content for each stakeholder. Wayne County's Professional Learning Plan provides an initial suggestion of the potential professional learning supports available.</p> <p>In addition to a Professional Learning Manager, Wayne County will be supported by the Newsela Customer Success Org. Wayne County will have a dedicated Customer Success Manager who will serve as the main point of contact for all county level communication, implementation, scheduling, support, and data analysis. The county Customer Success Manager will also manage a team of district and school level</p>			



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personnel who will work directly with the individual districts and schools within Wayne County to provide implementation support and ongoing training.

c) Newsela offers customer support for paid customers Monday–Friday (excluding national and company holidays) within the hours of 8 a.m.–8 p.m. ET via Live Chat and a contact form (<https://learn.newsela.com/contact/>). Through Live Chat, educators can receive instant support for any technical issues, including rostering, assignments, and more. Our Live Chat system is served by our expert team of Customer Support specialists, who are dedicated to quickly and thoroughly solving any technical issues.

Newsela also offers a robust support center (<https://support.newsela.com/search/>) where admins and teachers alike can search for support articles.

Lastly, Newsela has dedicated support teams to support Wayne County schools, working closely with individual schools, principals, and teachers. This includes a Customer Success Manager who will support leaders at all levels and educators in the day-to-day implementation of the Newsela Resources.

d) At Newsela, we take pride in our unique service offerings, account management, and value-added services that set us apart in the educational content and ed tech industry.

- **Customized Content for All Levels:** One of our key differentiators is our ability to provide educators with a vast library of content that can be customized to suit various reading levels. We understand that every student is unique, and our adaptive content allows teachers to cater to individual needs. Our content is leveled to 5 different reading levels to make sure that all students can access the content at the level they need.
- **Curriculum Complements:** Newsela aligns resources directly to core materials. We know that all curriculums have gaps. Newsela can provide literacy-based resources that are vetted, relevant, and timely and that are directly aligned to the curriculum districts are already using in ELA, Social Studies, and Science. Newsela currently has over 25 Curriculum Complements and counting including alignment to popular publishers like Benchmark Advance, Wonders, Into Reading, Amplify, Journeys, TCI, Big History Project, myWorld, Amplify Science, STEMscopes, Mystery Science, and many more.
- **Updated Content Library:** Newsela is updated with new current events articles daily, ensuring students and teachers access fresh, relevant content that covers a breadth of topics across all content areas. We partner with [over 200 eminent publishers](#), including The Associated Press, National Geographic, and The Smithsonian Institution, to provide students and teachers with quality content. Newsela adds at least one new text every day and we regularly add new, best-in-class content partners. This cadence happens throughout the year



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and is a dynamic process to ensure Newsela is as responsive to the needs of teachers and students across the K–12 space as possible. Additionally, we evaluate our user interface (UI) and its ability to best serve the needs of teachers and students at least once per year. The cost of this is included in the subscription to the school district.

- **Integrations:** Newsela seamlessly integrates with popular Learning Management Systems (LMS) such as Canvas, Schoology, Google Classroom, and many others, providing educators with a cohesive platform for content delivery and student assessment. This integration streamlines the workflow for teachers and students, ensuring a unified and efficient learning experience.
- **Professional Development Resources:** We offer comprehensive professional development resources to support teachers in effectively using our platform and integrating our content into their curricula. This commitment to ongoing teacher support sets us apart. Your district will have an assigned Professional Learning Manager who will work with your leaders to develop a personalized professional development plan.
- **Account Management:** Our dedicated Customer Success Team works closely with schools and districts to ensure a seamless onboarding process and continued support. We tailor our services to meet the specific needs of each institution, providing a personalized experience and a dedicated line of communication for your districts.
- **Value-Added Services:** Newsela offers a range of value-added services, including professional development workshops, curriculum design support, and content curation assistance. These services go beyond our core offering to enhance the overall educational experience.
- **Alignment with Standards:** Our content aligns with national and state standards, making it easy for educators to integrate Newsela into their existing curricula and ensure alignment with educational goals. Newsela provides data insights into core anchor skills to provide teachers with the data they need to make informed decisions within their classrooms and to provide personalized learning opportunities for students whether that be through whole-class instruction, small group, or student-by-student.
- **Accessibility and Inclusivity:** We are committed to making education accessible to all students. Our platform includes features like text-to-speech, translation tools, WCAG compliant, content authentically translated in Spanish, and support for students with diverse learning needs.

Newsela stands out in the educational technology space due to our focus on customization, data-driven insights, professional development, collaborative tools, personalized account management, value-added services, standards alignment, accessibility, inclusivity, and the freshness of our content. We are dedicated to



empowering educators and students with the tools and resources they need for a successful and engaging learning experience.

e) Newsela is an instructional content platform that started in 2013 as a provider of current events articles to make literacy more fun and engaging for students. As we witnessed the rapid adoption of our product throughout the country, we received requests for state-standard-aligned content and subject-specific curations designed to meet the needs of educators and administrators. As a result, in 2020, we expanded to include subject-specific products such as Newsela ELA, Newsela Social Studies, and Newsela Science. In doing so, we also added a wide variety of content partners and genres including fiction, poetry, scientific papers, and multimedia, as well as curated collections that fill a variety of content gaps and needs, which are detailed throughout this proposal.

Newsela's full suite of product offerings, which includes [Newsela ELA](#), [Newsela Social Studies](#), [Newsela Science](#), and [Newsela SEL](#), provides Wayne RESA with numerous options for incorporating Michigan standards-aligned, leveled content into classroom instruction. Our accessible platform complies with IMS interoperability standards and delivers instructional materials that truly benefit every student; with substantial WCAG 2.1 compliance for student-facing materials, Wayne County Regional Educational Service Agency can be sure that students are fully supported as they navigate Newsela. Throughout this section, Newsela has provided descriptions and evidence of Michigan standards alignment, text leveling features, and accessibility and interoperability.

At Newsela, we are committed to serving our partners with the resources to meet their instructional goals, now and in the future. We are experienced in delivering and executing large-scale implementations with districts such as Los Angeles, San Diego, San Francisco, and Oakland Unified school districts, as well as other large districts throughout Texas and around the country. From consultative conversations regarding the alignment of resources with district objectives to a wide range of professional learning offerings, Newsela staff support district and school personnel to get the most out of our rich content library.

Newsela offers Wayne County Regional Educational Service Agency numerous advantages, including:

- **Grade-level, scaffolded content and tools to provide access to all Wayne RESA students.** Newsela's nonfiction texts are published at five Lexile levels, ensuring that each student has content that's right for them. Our growing library contains thousands of texts, including fiction and nonfiction. Newsela is updated with new content daily, ensuring teachers access to fresh, relevant content that covers a breadth of topics across all content areas.



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- **Aligned to the Michigan Standards.** With specific Michigan standards tagged in Newsela ELA quizzes and in Newsela Social Studies and Science articles, it's easy for teachers to verify that the texts they're teaching help build students' mastery of the skills that matter to you. Our platform's Standards Search helps teachers quickly find standards-aligned content.
- **Digitally interactive features to keep students engaged.** Newsela's embedded instructional tools, including Write Prompts, Annotations, and Lesson Sparks, challenge students to interact directly with our content and their teachers, driving engagement in the classroom.
- **Supports whole-child education.** Embed literacy into SEL, Social Studies, and Science instruction and support the curriculum with Newsela's embedded resources and target specific skills when students need them. In addition, Newsela SEL provides direct instruction in the social-emotional competencies as defined by CASEL.
- **Diverse perspectives.** Throughout Newsela, our Content team has ensured that diverse perspectives are honored and highlighted. Newsela amplifies voices that are often silenced or marginalized in traditional resources. These frequently unheard perspectives are woven throughout Newsela, ensuring that students can access "windows and mirrors"—teaching readers about those different from them and giving readers opportunities to identify with people within our content.

1.4.3 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



We know the selection of content and curriculum is a local decision and one that can be complex. Educational leaders want to be confident that instructional content supports learning while meeting specific guidelines from the district or state.

We can help you better navigate that complexity. We partnered with school districts from across the U.S. to develop content settings, a set of tools to easily manage the availability of Newsela content. At each level, teacher, classroom, and district, Newsela has thoughtfully developed tools to make sure that students are seeing age-appropriate content and empowering districts to make sure the right content is available to teachers and students. Below is a breakdown of how Newsela supports delivering the appropriate content to each level:

Content Settings: Teacher Level:

- Teachers can leverage the "Hide" functionality on each piece of text. To hide an article from a class, click the hide button and select a class. Students in the class will not see the article on Newsela. Class names are red when the article is hidden for them.
- This setting allows teachers to choose which texts students can see on a day-to-day basis.

Content Settings: Classroom Level:

- Newsela provides an Elementary Filter for all K-5 classrooms. This filter makes sure that age-appropriate content is available to elementary-level students.
- Sensitive Content Warnings are available on all content that has sensitive and potentially emotional content within the texts. Teachers will see the Sensitive Content Warning on articles at the top of the page to better prepare them for assigning that content to students.

Content Settings: Administrative Level:

Admin Content Settings allow school and district administrators to better manage the instructional content on Newsela. Content Settings are designed to empower customers to ensure that Newsela content is aligned with local guidelines while supporting their instructional goals. With Admin Content Settings, administrators can:

- Manage content visibility at the grade level for teachers and students.
- Automatically apply visibility settings for any new content published in Newsela.
- Create custom labels to communicate district expectations for specific content.

- 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.

Accountability is one of Newsela's key benefits. We pride ourselves on conducting robust and rigorous qualitative and quantitative research to ensure that our solutions are engaging and effective. Every functional area across our company is staffed with analysts who regularly deliver insights for continuous improvement, with larger research projects launched following major new features or product releases and reviewed for quality by an outside technical advisory committee. We also contract leading independent third-party evaluators to conduct unbiased evaluative research.

Newsela's content and features are validated against outside standardized assessment data with a growing panel currently representing over 70 school systems from over 20 states. The program's efficacy has been proven via well-designed and well-implemented quasi-experimental studies, meeting federal Every Student Succeeds Act (ESSA) standards for "Tier 2 - Moderate" research.

Newsela will also conduct a Tier II or III ESSA Level Correlational Research with MAP that will examine if and how reading performance on Newsela is related to performance on interim assessments. Newsela will work with the district to determine what the study will entail and the focus of the research.

- a) If possible, please provide completed research and/or efficacy studies done within districts/schools in the State of Michigan.



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At Newsela, we pride ourselves on accountability, regularly conducting robust and rigorous qualitative and quantitative research to ensure that our solutions are engaging and effective.

Our Learning Team is staffed by PhD-trained researchers with expertise in the science of reading, program evaluation, and data science, and is constantly conducting high-quality in-house research. We also frequently contract leading independent third-party evaluators to conduct unbiased evaluative research. Newsela's content and features are validated against outside standardized assessment data with a growing panel currently representing over 80 school systems from over 20 states.

Newsela's efficacy has been proven via well-designed and well-implemented quasi experimental research meeting ESSA standards for "Tier 2 - Moderate" research. We conduct research projects following major new features or product releases, which are reviewed for quality by an outside technical advisory committee to ensure Newsela's efficacy evidence base keeps pace with product innovation. Explore [Newsela's Research and Efficacy Guidebook](#) for more information about past studies and research. Below are additional studies conducted, including a study from Dexter Community Schools in Michigan.

[Dexter Community Schools:](#)

- This study compared upper elementary classes that used Newsela ELA throughout an entire school year to control classrooms within the same school.
- Fourth grade Newsela users demonstrated the equivalent of about **three (3) additional months of literacy skill growth** more than peers in comparison classrooms when evaluated against national normative growth benchmarks.
- Results were most pronounced for fourth graders who read at least two (2) Newsela articles and completed one (1) multiple-choice quiz per week.
- **Newsela classes read 44% more nonfiction texts** and engaged in more frequent multiple-choice practice than comparison classes.
- Newsela teachers were less reliant on Google to source classroom texts.
- This study meets **ESSA criteria for Moderate/Tier II** efficacy evidence.
- [NWEA MAP Study:](#)
- Results from a sample of approximately 2,500 Michigan students in grades 3-8 show that scores on Newsela ELA quizzes are strongly correlated with end-of-year ELA achievement.
- Students scoring over 75% on Newsela ELA quizzes were almost 1.5x as likely to achieve projected proficiency.
- Newsela's ELA quizzes are an effective way to monitor student ELA achievement in between administrations of standardized assessments.

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

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.

Newsela follows an Agile development lifecycle with a Monday/Thursday release cadence. Hotfixes are released when necessary and must be approved by the Release Manager and on-call Site Reliability Engineer. Our process includes automated and manual testing. Any releases or maintenance requiring downtime are scheduled for offhours with advance customer notification. All updates are included within the subscription pricing, and new features are periodically released on a rolling cadence. Scheduled maintenance is handled on an as-needed basis. In the event scheduled maintenance requires downtime, Newsela will notify customers three days in advance and will perform maintenance in hours outside of the school day. While Newsela cannot guarantee zero-day compatibility with specific operating system updates, we strive to resolve any issues as soon as they are discovered. Newsela shall have the right without consent to assign this Agreement or rights hereunder or delegate obligations (a) to any affiliate of Company, or (b) to any third party that has acquired all or substantially all of its assets or business, whether by merger, acquisition, transfer, reorganization or otherwise; provided that any such assignment or delegation to any affiliate or third party acquirer is conditioned upon assignee's assumption of all obligations and liabilities of the Newsela hereunder.

1.6.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents.



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While Newsela is headquartered in New York City, the employs a remote-first workforce with no physical offices or data centers. Your main point of contact will be Jarrod Roth, and your implementation team will include the following individuals:

Jarrod Roth, Senior Account Executive | jarrod.roth@newsela.com: Jarrod is a Director of Partnerships at Newsela. Previously, Jarrod served as an elementary teacher, and later as a regional manager with publishers such as Sage Publications and Cengage Learning. As both a previous teacher and publisher representative, Jarrod has experience in both implementing and supporting districts with finding meaningful ways to drive instruction through technology both inside and outside the classroom. Jarrod received his BS in Elementary Education from Eastern Michigan University.

Dilcey de la Maza, Strategic Customer Success Manager | dilcey.delamaza@newsela.com: Dilcey has been with Newsela since 2021 when she began her work as a Customer Success Manager. Prior to that, she has partnered with customers in the Ed Tech space since 2011. Currently, she serves as a Strategic Customer Success Manager and is responsible for managing strategic districts' implementation, engagement, and execution of Newsela. With over a decade of experience in education. Dilcey works closely with district leaders to set and execute goals to ensure meaningful classroom learning for all. Dilcey blends her teaching experience, Newsela product knowledge, ed tech expertise, and understanding of distinct goals and priorities to ensure return on investment at all levels of Newsela implementation. Dilcey will serve as the district's direct support contact for day-to-day implementation and partnership.

Tyler Overstreet, Senior Curricular Solutions Architect | tyler.overstreet@newsela.com: Tyler brings classroom experience to his role in working with districts to identify and map curricular needs. Tyler is a former Illinois educator who brings experience as a secondary teacher from Danville District 118. Through his experience as an educator, Tyler has developed a keen understanding of what teachers and administrators need to succeed with personalized, multi-dimensional curricula here in the state. In this project, Tyler will draw on this experience to design bridges that connect curriculum to instruction for Wayne County Regional Educational Service Agency. Tyler will apply his pedagogical expertise and consultative skills to architect content solutions that are culturally responsive and aligned to curriculum standards and mandates.

Aiesha Wright, Strategic Professional Learning Manager | aiesha.wright@newsela.com: Aiesha Wright joined Newsela in 2022 as a Strategic Professional Learning Manager and works closely with the Customer Success team and district leaders. Prior to joining Newsela, she worked as the Manager of Executive Services for a national nonprofit organization and was previously an educator and team leader for Cincinnati Public Schools. Aiesha comes to Newsela with extensive experience in leading and strategizing collaboratively with stakeholders in the education, nonprofit, business, and community organizing sectors. As a member of the Professional Learning team, Aiesha is responsible for supporting, designing, and delivering professional



learning to strategic accounts in the Eastern region. She is committed to building strong partnerships and providing professional learning that is uniquely aligned with the priorities and goals of each district she supports.

1.7 Customer Service

It is preferred that the Contractor 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. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.).



Newsela offers customer support for paid customers Monday–Friday (excluding national and company holidays) between the hours of 8 a.m.–8 p.m. ET via Live Chat and a contact form (<https://learn.newsela.com/contact/>). Through Live Chat, educators can receive instant support for any technical issues, including rostering, assignments, and more. Our Live Chat system is served by our expert team of Customer Support specialists, who are dedicated to quickly and thoroughly solving any technical issues. Additionally, Newsela offers a robust support center (<https://support.newsela.com/search/>) where admins and teachers alike can search for support articles.

The Newsela Customer Success Manager team assigned to your account also is available to be reached out to in case questions arise in addition to the above-mentioned customer support team. As mentioned above, Dilcey de la Maza will serve as Wayne RESA's primary day-to-day contact in terms of implementation and will be available to help answer and support any issues or questions that arise during the partnership.

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

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.
- Ordering/customer service capabilities and procedures.
- Policies and procedures for an organization accepting product/service.

As Newsela is a SaaS platform, we consider our products to be delivered and accepted as soon as we turn on access for our customers.

1.10 Management and Staff

Proposer should address the following items in their proposal.

- Project Management of the contract.
- Staffing and responsibilities.



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- 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.

- Successful Project Management of your Newsela implementation is the joint responsibility of our **Customer Success Team** and our **Professional Learning Team**. Your district will receive support from a dedicated Customer Success Manager on our Customer Success Team who will oversee all aspects of your implementation. Through actively tracking the success of your implementation with a data-driven approach and working closely with stakeholders in your district to gather real-time feedback, your Customer Success Manager will ensure that your Newsela implementation continues to meet and exceed expectations. In addition, our Professional Learning Team will in-person, virtual, and/or blended learning sessions, product training, and ongoing Professional Development for district teachers as needed to ensure that teachers and administrators get the most out of your Newsela product.
- Newsela's **Customer Team** is led by Chris Mezzatesta, Chief Customer Officer, and is composed of District Sales Representatives, Curricular Solutions Architects, Customer Success Managers, and Professional Learning specialists, work under one organizational umbrella and collaborate closely to serve our partners' needs effectively. This team is responsible for meeting and exceeding the requirements of any contract with Wayne County Regional Educational Service Agency.
- Within the Customer Team, the process of creating and ensuring a successful initial implementation of Newsela is handled by our **District Partnerships Team** in collaboration with our Curricular Solutions Team. These teams provide substantial experience working with districts across the United States to provide successful implementations of Newsela and are prepared to address Wayne RESA's unique challenges and needs.
- Newsela does not maintain any facilities that house customer information. Our applications are hosted and delivered by Amazon Web Services (AWS). All data centers are in the US-EAST-1 (Northern Virginia) region. Information on AWS Data Center Controls can be found at <https://aws.amazon.com/compliance/datacenter/>.
- Newsela prohibits the storage of customer information on employee, contractor, or personal devices. Physical security provisions for Newsela offices are included in the Newsela Information Security Policy, which is available upon request.
- The employees at Newsela—engaged, ethical, professional staff dedicated to our customers—are our greatest asset. To become a Newsela employee, one must pass a background check that looks for convictions, debarment, and financial malfeasance. Additionally, we affirm stated education backgrounds of each new employee.

Newsela Inc.
185 Madison Ave
New York, NY 10016

Customer Agreement

Customer Agreement No. *TBD*
Newsela Sales Rep: Jarrod Roth
Contact Email: jarrod.roth@newsela.com

Offer Date:
Expiration Date:

Billing Information:

Billing Frequency: Upfront in full
Payment Terms: Net 30
Billing Schedule: Upon Contract Signature

To: Wayne County Regional Educational Service Agency
33500 Van Born Rd.
Wayne, MI 48184-2474

[illegible]

*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product and quantity breakdowns underlying this quote, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the PO to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. TBD" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted



185 Madison Ave, New York, NY 10016, United States of America

above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

Terms of Use: <https://newsela.com/pages/terms-of-use/>

Privacy Policy: <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, this Service Contract specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to salestax@newsela.com.

Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required: ☐
PO Number:
PO Amount: \$

Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:
Bill-To Email:

By initialing here, I agree that the billing details stated above are current and accurate.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature: _____

Date of Signature: _____