

APPROVED

200137

CONTRACT REVIEW FORM ("CRF")		BOARD MEETING DATE: WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
Date Submitted: 5/20/20		
Contract Initiator (Name of Person Overseeing the Contract): Jamie Iannone		Telephone Number: 336-6951
School/Department Submitting Contract: Professional Development		
Vendor/Contractor Name: Voyager Sopris Learning, Inc.		
Contract Title: Voyager Sopris Learning - LETRS		
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Extension <input type="checkbox"/>		Date Original Contract Approved:
Contract Term: 4/30/21		Renewal Option(s):
Contract Cost: \$73,348.00	Payment Schedule (Monthly? Upon delivery? When finished?): \$51,960.00 = \$125,308.00	
Funding Source: Title II A	Purchase Requisition No.:	
Strategic Plan Tie-in Explanation:		
Pre-Approved by Superintendent or Designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Additional Information:		
RECEIVED 6/1/20		
CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?		
<input checked="" type="checkbox"/> Completed Contract Review Form		
<input checked="" type="checkbox"/> SBAO Template Contract or other Contract (with all basic and mandatory terms)		
<input type="checkbox"/> SIGNED 2018 Addendum A (if not an SBAO Template Contract)*		
<small>*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."</small>		
<input checked="" type="checkbox"/> Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:		
<small>COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.</small>		
<small>General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.</small>		
<small>Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).</small>		
<small>Workers' Compensation = \$100,000 Minimum</small>		
<small>[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].</small>		

Approvals

Comments

Approvals	Approved	Denied	Comments
Purchasing Department	Approved	Denied	Educational Services by Producer publisher, Professional Services lectures.
Review Date: 5/27/2020	<input checked="" type="checkbox"/>		
Risk Management Department	Approved	Denied	
Review Date:			
School Board Attorney	Approved	Denied	
Review Date: 6/5/20	<input checked="" type="checkbox"/>		
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

RECEIVED
MAY 27 2020
PURCHASING

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement (“Agreement”) is entered into by and between Voyager Sopris Learning, Inc. (“Contractor”), and the School Board of Clay County, Florida (“Board” or “District”), collectively referred to hereinafter as “the Parties,” which Agreement shall become effective on the date it is fully executed by the Parties.

WHEREAS, the District is engaged in the activity of providing educational opportunities to children; and

WHEREAS, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which include: LETRS Facilitator Training. [The Parties may attach and label as a numbered Exhibit (i.e., Exhibit 1, Exhibit 2, etc.) a document which details the scope of services. The Parties must sign and date the document].

2. In exchange, Contractor shall be compensated by the District as follows: Exhibit B (quotes 00082095 and 00082099). [The Parties may attach and label as a numbered Exhibit (i.e., Exhibit 1, Exhibit 2, etc.) a document which details rates and/or payment schedules. The Parties must sign date the document]. Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes (“Prompt Payment Act”).

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on April 30, 2021, unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal, state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter

into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:
\$1,000,000.00 per occurrence
\$2,000,000.00 aggregate
2. Auto Liability Policy:
\$1,000,000.00 combined single limit
\$5,000,000.00 (if charter or common carrier)
3. Worker's Compensation Policy:
\$100,000

Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as **Exhibit A**.

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contractor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement (“Agreement Data”) which come within the definition of a “public record” under Chapter 119.
- b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.
- c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor’s possession or otherwise keep and maintain such data/records as required by law.

All records transmitted to the District must be provided in a format that is compatible with the District’s information technology systems. Contractor’s failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not

disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

IN WITNESS WHEREOF, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

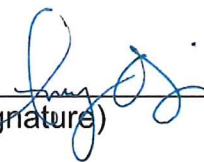
AS TO CONTRACTOR:

Amy Otis
(Printed Name)

Vice President, Bids and Contracts
(Title)
17855 Dallas Parkway, Suite 400

Dallas, TX 75287
(Address)

800.547.6747 vslbidscontracts@voyagersopris.com
(Phone number and e-mail)


(Signature)
05/18/2020
(Date)

AS TO BOARD/DISTRICT:

(Printed Name)

(Signature)

(Title)

(Date)

(Address)

(Phone number and e-mail)

EXHIBIT A

INDEPENDENT CONTRACTOR WORKERS COMPENSATION ACKNOWLEDGEMENT

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. Contractor maintains a separate business with its own work equipment, material, and accommodations.

3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.

6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

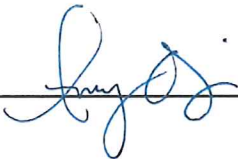
8. Contractor has provided proof of other insurance, including liability

insurance, to the District in the amounts required by the District.

9. Contactor had an opportunity to review and consult with legal counsel regarding this document.

10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Voyager Sopris Learning, Inc.

Signature of Authorized Representative:  _____

Printed Name of Authorized Representative: Amy Otis

Title of Authorized Representative: Vice President, Bids and Contracts

Date: 05/18/2020



Voyager Sopris Learning
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00082095
 Created Date 5/5/2020

Quote To Jamie Iannone
 Phone 9048324070
 Email jamie.iannone@myoneclay.net

Bill To Name Clay Co School District
 Bill To 900 Walnut St
 Green Cv Spgs, FL 32043
 US
 Ship To Name Clay Co School District
 Ship To 900 Walnut St
 Green Cv Spgs, FL 32043
 US

Sales Executive

David Traviesa
 +1 8133262686
 david.traviesa@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
LETTRS - FL Reading Endorsement Full Course (per participant)	FRE2020	50.00	\$1,299.00	\$64,950.00
LETTRS Webinar @ \$500/hour	354052	8.00	\$500.00	\$4,000.00
LETTRS Facilitator Training Bundle for Units 1-4	356605	2.00	\$399.00	\$798.00
Open LETTRS 3rd Facilitator Training per person	355717	2.00	\$1,800.00	\$3,600.00

Total Due \$73,348.00

Comments



Voyager Sopris Learning
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: CustomerService@voyagersopris.com

Quote Number 00082099
 Created Date 5/5/2020

Quote To Jamie Iannone
 Phone 9048324070
 Email jamie.iannone@myoneclay.net

Bill To Name Clay Co School District
 Bill To 900 Walnut St
 Green Cv Spgs, FL 32043
 US
 Ship To Name Clay Co School District
 Ship To 900 Walnut St
 Green Cv Spgs, FL 32043
 US

Sales Executive

David Traviesa
 +1 8133262686
 david.traviesa@voyagerlearning.com

Description	Product Code	Quantity	Sales Price	Total Price
LETTRS - FL Reading Endorsement Full Course (per participant)	FRE2020	40.00	\$1,299.00	\$51,960.00

Total Due \$51,960.00

Comments

MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

REGULATORY COMPLIANCE STATEMENT

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.
8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

PUBLIC ENTITY CRIME BAR: A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATORY VENDOR BAR: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

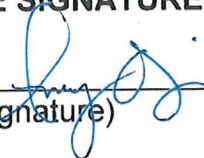
THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.

CONTRACTOR NAME: Voyager Sopris Learning, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Amy Otis
(Printed Name)

Vice President, Bids and Contracts
(Title)


(Signature)

04/13/2020
(Date)

CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:


- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: Voyager Sopris Learning, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Amy Otis
(Printed Name)


(Signature)

Vice President, Bid and Contracts
(Title)

04/13/2020
(Date)

CERTIFICATION REGARDING LOBBYING

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

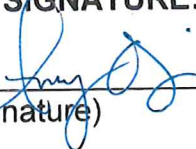
3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: Voyager Sopris Learning, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Amy Otis
(Printed Name)


(Signature)

Vice President, Bids and Contracts
(Title)

04/13/2020
(Date)

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

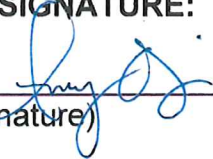
D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: Voyager Sopris Learning, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Amy Otis
(Printed Name)


(Signature)

Vice President, Bids and Contracts
(Title)

04/13/2020
(Date)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

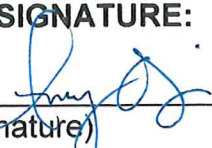
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Voyager Sopris Learning, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Amy Otis
(Printed Name)


(Signature)

Vice President, Bids and Contracts
(Title)

04/13/2020
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF ~~FLORIDA~~ COLORADO
COUNTY OF ~~CLAY~~ BOULDER

My name is (*INSERT NAME* Amy Otis). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

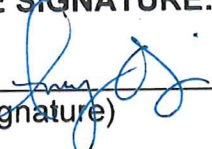
(4) (*INSERT NAME OF COMPANY* Voyager Sopris Learning, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* Voyager Sopris Learning, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Voyager Sopris Learning, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Amy Otis
(Printed Name)


(Signature)

Vice President, Bids and Contracts
(Title)

04/13/2020
(Date)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Voyager Sopris Learning, Inc. 17855 Dallas Pkwy Ste 400 Dallas TX 75287-6857 USA	INSURER A: Berkley National Insurance Company 38911	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570081401339 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP701596510	02/15/2020	02/15/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7015965-10	02/15/2020	02/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC701596610	02/15/2020	02/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: 2020 LETRS training for up to 50 participants. School Board of Clay County and all Board officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability Policies.

CERTIFICATE HOLDER School Board of Clay County 900 Walnut Street Green Cove Springs FL 32043 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier : 570081401339 Certificate No : 570081401339



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/09/2020

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	E-MAIL ADDRESS:		
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	INSURER A: Berkley National Insurance Company		38911
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	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570081401339 **REVISION NUMBER:**

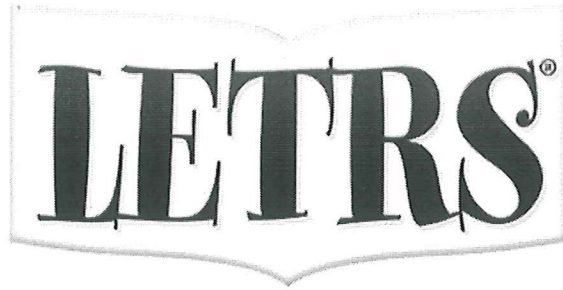
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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP701596510	02/15/2020	02/15/2021	EACH OCCURRENCE	\$1,000,000
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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP 7015965-10	02/15/2020	02/15/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
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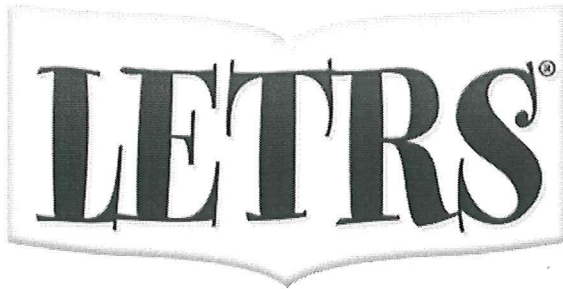
Discover the *LETRS* Suite of Professional Learning



(<https://www.voyagersopris.com/professional-development/leters/leters-k-12>)

Literacy educators benefit from PD and teacher training that provides depth of knowledge; language and literacy skills; and practice to successfully address struggling K–12 students.

Explore (</professional-development/leters/leters-k-12>)



(<https://www.voyagersopris.com/professional-development/early-childhood-leters/overview>)

Equip early childhood educators with literacy PD focused on the science of reading to teach the foundational skills young students (preK–K) need before learning to read and write.

Explore (</professional-development/early-childhood-leters/overview>)



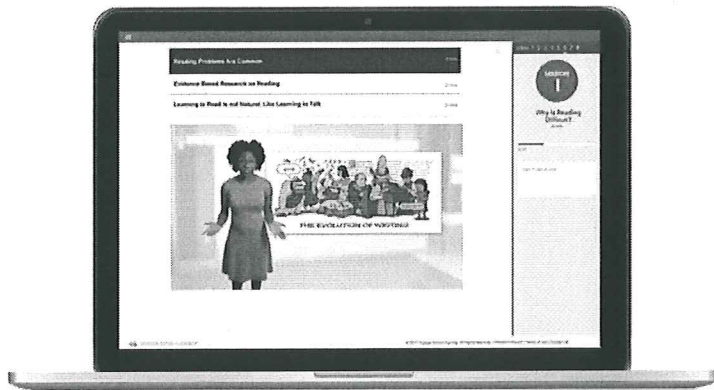
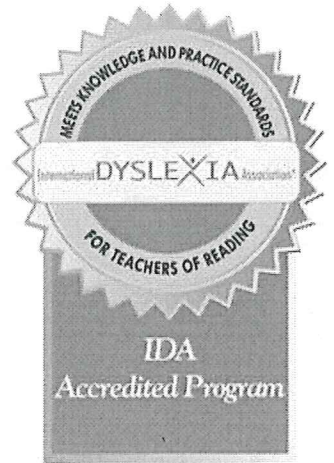
(<https://www.voyagersopris.com/professional-development/leters-for-administrators/overview>)

To serve as a catalyst for facilitating change and implementing strong literacy instruction districtwide, literacy leaders are empowered by the knowledge gained from this solution.

Explore (</professional-development/leters-for-administrators/overview>)

Champion Change and Make a Difference for Your Students

Developed by renowned literacy experts Dr. Louisa Moats and Dr. Carol Tolman, *LETRS*® is a flexible literacy professional development solution for preK–12 educators. *LETRS* earned the International Dyslexia Association's Accreditation and provides teachers with the skills they need to master the fundamentals of reading instruction—phonological awareness, phonics, fluency, vocabulary, comprehension, writing, and language.





Respected Authorship

Louisa C. Moats, Ed.D., and Carol A. Tolman, Ed.D.

Louisa C. Moats, Ed.D., is a nationally recognized authority on literacy education and is widely acclaimed as a researcher, speaker, consultant, and trainer. Dr. Moats received her doctorate in reading and human development from the Harvard Graduate School of Education and is widely published on reading instruction, the professional development of teachers, and the relationship between language, reading, and spelling.

Carol A. Tolman, Ed.D., has a doctorate in educational psychology and has been a consultant at the state, district, and school levels for more than 15 years. Dr. Tolman also has more than 25 years of experience in public schools and the juvenile justice system, spending 12 years designing and implementing an innovative reading clinic for academically challenged high school students.

LETRS: Making a Difference in Mississippi

When state of Mississippi officials provided funding to train educators in the science of reading, Voyager Sopris Learning® partnered with them to deliver *LETRS* literacy professional development. In four short years, the results have been astonishing, and each year measures significant student literacy gains.

About Us

Making Success a Reality for All Students and Teachers

All students have a right to be successful in the classroom and in life. Through evidence-based intervention, high-quality professional development, and trusted formative assessment, we make this a reality for every learner.

We envision a world where literacy and numeracy are realities for all students. To realize this vision, we build and implement solutions in four key areas:

1. Evidence-based instructional solutions for intervention
2. In-depth, relevant professional development and coaching services
3. Reliable and valid assessments of student needs and progress
4. Blended learning that meets students where they are and accelerates achievement

Company Overview

Voyager Sopris Learning is part of the Cambium Learning® Group (<http://www.cambiumlearning.com/>), a leading educational solutions and services company committed to helping all students reach their full potential. Voyager Sopris Learning provides innovative, evidence-based instructional solutions (/product) and professional development (/professional-development) services to preK–12 students and their teachers.

The Voyager Sopris Learning team is comprised of experienced educators with years of classroom experience, technology leaders and innovators, and world-renowned curriculum and professional development authors.

Our diverse, talented, and dedicated team is leading the way in educational technology innovation with solutions that meet the needs of teachers, enabling them to deliver impactful and differentiated instruction to their students.

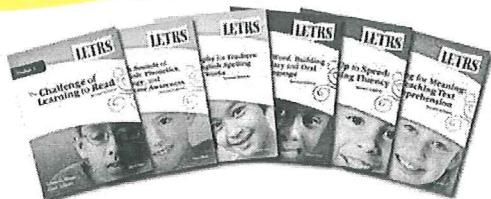
With evidenced-based, award-winning products in literacy (/literacy), math (/math), and professional development (/professional-development), we work in collaboration with schools and school districts to provide a full range of services from implementation to online and on-site support services.

Success Stories

Publications

About LETRS

- Journal articles
- Policy papers
- Books & book chapters
- Instructional materials
- About LETRS



BUY ONLINE!

Buy LETRS online
<http://www.letrs.com>

Cambium Learning Store
<http://store.cambiumlearning.com>



Overview of LETRS (Language Essentials for Teachers of Reading and Spelling)

LETRS® is a professional development series of books, workshops, and on-line courses for K-12 instruction in reading, spelling, and related language skills. We want LETRS participants to understand:

1. The content of instruction, or *what* must be taught during reading and spelling lessons;
2. The reasons why the content is important, or *why* all the components of reading instruction are necessary;
3. *Who* needs what kind of instruction, or *how to interpret* individual differences in student achievement; and
4. *How to explain* written English so that it makes sense and is remembered.

LETRS may be implemented as core content for professional development, a basis for graduate or undergraduate coursework in reading, or as a unique and comprehensive resource for teachers of reading.

Modules are often delivered within a sequence of three to five days of training or as a 3-credit course at the upper undergraduate or graduate level. We recommend that LETRS be delivered by a certified national or regional LETRS trainer.

We recommend that teachers who have had little experience with or exposure to the science of reading and research-based practices begin with LETRS *Foundations* (Glaser & Moats, 2008). *Foundations* is a stepping stone into the regular LETRS modules. *Foundations of Reading Instruction* is now an on-line course offered through Sopris West or other entities that have licensed the content.

LETRS is not a reading instruction program. LETRS modules prepare teachers to learn and use any well-designed reading program; the modules do not substitute for program-specific training. LETRS complements and supports the implementation of programs aligned with scientifically-based reading research.

LETRS modules are designed to be delivered in sequence, but flexible sequencing is also possible. In sequence, the modules build on the overview and introductory content, focusing first on phonology, phoneme awareness, and the writing system (orthography) of English. Next, the modules progress to topics in vocabulary, fluency, and comprehension instruction. Later modules (7-9) target reading instruction for the primary grades and include a module on assessment for prevention and early intervention. The final series (modules 10-12), designed for educators who work with students at grade 3 and above, addresses advanced phonics and word study, comprehension and study skills in content-area reading, and assessment.

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- Positions Held
- Boards & Awards

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- Websites
- Conferences
- Products & Programs