

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: New Renewal Amendment Extension 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 No

Additional Information:

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CONTRACT REQUIRED DOCUMENTS ("CRD") PACKAGE ATTACHED?

- Completed Contract Review Form
- SBAO Template Contract or other Contract (with all basic and mandatory terms)
- SIGNED 2018 Addendum A (if not an SBAO Template Contract)*
 - * 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."
- Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
 - 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.
 - General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.
 - Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).
 - Workers' Compensation = \$100,000 Minimum
 - (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).

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 - JB	<input checked="" type="checkbox"/>		
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

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MAY 27 2020

In reviewing the Florida Reading Endorsement matrix, it is clear that the full scope of LETRS aligns with the scope and goals of the FL Reading Endorsement and Florida's dedication to developing the strongest reading teachers. In addition, the blend of print, online and face-to-face resources/trainings match the time requirements of the Reading Endorsement process (60 hours for each competency – 300 total hours)."

Gap Analysis

It is estimated that approximately 600 Clay County teachers need the Reading Endorsement to educate the 5500 students requiring reading intervention. Approximately 200 teachers throughout the district were Reading Endorsed when the statute went into effect, and 300 teachers received the Reading Endorsement during the 2019-20 school year through the Job Embedded Reading Endorsement and the Traditional Reading Endorsement pathways.

Previous Outcomes

It is estimated that approximately 600 Clay County teachers need the Reading Endorsement to educate the 5500 students requiring reading intervention. Approximately 200 teachers throughout the district were Reading Endorsed when the statute went into effect, and 300 teachers received the Reading Endorsement during the 2019-20 school year through the Job Embedded Reading Endorsement and the Traditional Reading Endorsement pathways.

Expected Outcomes

The contract with LETRS will provide for 90 additional teachers to receive their Reading Endorsement thereby increasing their capacity to teach reading to all students and particularly to struggling readers.

Strategic Plan Goal

Goal 1: Develop a High Quality & Aligned Instructional System, Goal 5: Develop and support great educators, support personnel, and leaders.

Strategy 1.1 Provide teachers and students with the tools and resources necessary to meet the demands of the Florida Standards and students' individual needs., Strategy 5.2: Provide ongoing training and support for teachers, support staff, and leaders.

Recommendation

That the Clay County School Board approve the contract for LETRS for the Reading Add-On Endorsement

Contact

Roger Dailey, Chief Academic Officer, Roger.Dailey@myoneclay.net

Financial Impact

\$125,308.00 (Title II pending FLDOE approval)

Review Comments

Attachments

[200137 Voyager Sopris Learning.pdf](#)

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

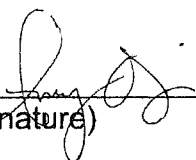
(Title)
17855 Dallas Parkway, Suite 400

Dallas, TX 75287

(Address)

800.547.6747 vslbidscontracts@voyagersopris.com

(Phone number and e-mail)



(Signature)

05/18/2020

(Date)

AS TO BOARD/DISTRICT:

Carol Y. Studdard
(Printed Name)

Board Chair
(Title)

200 Walnut St.

Green Cove Springs, FL 32043
(Address)

(904) 336-6508, carol.studdard@myoneclay.net
(Phone number and e-mail)

Carol Y. Studdard
(Signature)

6/25/2020
(Date)

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:

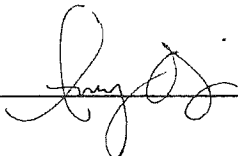
1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate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