

☒ APPROVED

200115

# CONTRACT REVIEW FORM ("CRF")

BOARD MEETING DATE:  
May 7, 2020  
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE  
ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Date Submitted: 03/09/2020

Contract Initiator (Name of Person Overseeing the Contract): Debbie Green

Telephone Number: 336-6905

School/Department Submitting Contract: Academic Services

Vendor/Contractor Name: Achieve3000

Contract Title: Achieve3000

Contract Type: New ☐ Renewal ☒ Amendment ☐ Extension ☐

Date Original Contract Approved: 06/19/2014

Contract Term: 3 years 7/1/2020 - 6/30/2023

Renewal Option(s):

Contract Cost:

~~\$1,624,549.62~~

Payment Schedule (Monthly? Upon delivery? When finished?):

\$1,924,060.64

Invoice

~~Year 1 - \$541,516.54, Year 2 - \$541,516.54, Year 3 - \$541,516.54~~

See proposal

Funding Source: ~~\$1,253,449.62~~ - Reading (1191)  
~~\$371,100~~ - Title II (4021)

Purchase Requisition No.:

Strategic Plan Tie-in Explanation: Improve the instructional framework processes and structures that enrich student achievement

Pre-Approved by Superintendent or Designee? Yes ☒ No ☐

Additional Information: SCH years: ① 20-21  
② 21-22  
③ 22-23

## 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

Purchasing Department	Approved	Denied	Need Amendment #5 to extend for 3 years plus modify and expand the Scope of Services w/ increase cost
Review Date: 4/22/2020	BTS		
Risk Management Department	Approved	Denied	
Review Date:			
School Board Attorney	Approved	Denied	Amendment 5 sent by email and hard copy included. (BTS)
Review Date: 5/5/20	SB		
Information & Technology Dept.	Approved	Denied	
Review Date:			
Other:	Approved	Denied	
Review Date:			

Contract Review Form, May 2018, SBAO (web)

Changes - ① extension  
② cost  
③ Added Services

RECEIVED

MAR 10 2020

PURCHASING

**AMENDMENT NUMBER FIVE (5) TO CONTRACT  
BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA,  
AND  
ACHIEVE3000, INC.**

This Amendment Number Five (5) to the Contract (hereafter “original Contract”) between **THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (“Board”), and **ACHEIVE3000, INC.** (“Contractor”), collectively referred to as “the Parties,” which original Contract was entered into by the parties on June 19, 2014, and was duly executed by Carol Studdard for the Board and Peter Saretsky for the Contractor, shall become effective on the date last executed by either of the parties and shall serve to modify original Contract as set forth herein.

WHEREAS, the 2014 Contract concerned the licensing and provisions of computer-based education programming, assessment, and associated services (“the Program”) for a limited number of district students and employees, and

WHEREAS, the Parties entered into Amendments Number One (1), Two (2), Three (3) and Four (4) in 2017, 2018 and 2019 to expand the scope and duration of the 2014 Contract, and

WHEREAS, the term of the 2014 Contract, as previously amended, expires June 30, 2020, and

WHEREAS, the Parties to the Contract seek to extend the term of the original Contract for an additional three (3) years, with a new termination date of June 30, 2023, and

WHEREAS, the Parties now seek to update to Contractor’s newest product to “Acheive3000 Pro Florida” with the services available under said product being utilized at forty-four (44) schools in the Clay County School District, and

WHEREAS, the total three-year cost of the new product will increase from One Million Four Hundred Seventy-Four Thousand Three Hundred Forty-One Dollars and Seventy-Four Cents (\$1,474,341.74) to One Million Nine Hundred Twenty-Four Thousand Sixty Dollars and Sixty-Four Cents (\$1,924,060.64).

NOW THEREFORE, the Parties have mutually agreed to modify the terms of the original Contract as follows:

1. The 2014 Contract is hereby amended such that the term is extended to June 30, 2023.
2. Program shall be made available to employees and students at the forty-four (44) Clay County School District sites listed in Attachment "A," a copy of which is attached hereto.
3. The product provided to the Board by Contractor pursuant to this Amendment Five (5) shall be Acheive3000 Pro Florida.
4. The total three-year cost of the product and attendant services provided for in this Amendment Five (5) and the Attachment A is One Million Nine Hundred Twenty-Four Thousand Sixty Dollars and Sixty-Four Cents (\$1,924,060.64). The rates, costs and other terms of service shall be governed by Attachment A.
5. The modifications previously made in Amendments One (1), Two (2), Three (3) and Four (4) are subsumed by the terms of this Amendment Five (5) and are therefore rendered moot.
6. All other terms and conditions of the original Contract shall remain unmodified and in full force and effect.
7. The only effect of this Amendment Five (5) is to modify the Contract as set forth herein.

IN WITNESS WHEREOF, the Parties, by the execution of this Amendment Five (5) by their authorized representatives below, bind themselves to all terms of this Amendment Five (5) to the original Contract and to the remaining unmodified terms of the Original Contract and previous Amendments.

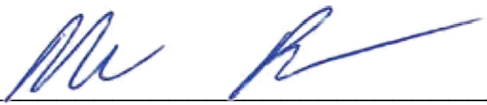
AS TO:

**THE SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
Printed Name: Carol Y. Studdard  
Title: Chairman  
Date: \_\_\_\_\_

AS TO:

**ACHEIVE3000, INC.**

By:  \_\_\_\_\_  
Printed Name: Nicholas Bates  
Title: Chief Financial Officer  
Date: 5/5/2020

Attachment A

**Achieve3000®**

# **SOLUTION OVERVIEW & INVESTMENT PROPOSAL**

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PREPARED FOR:



## **Clay County School District**

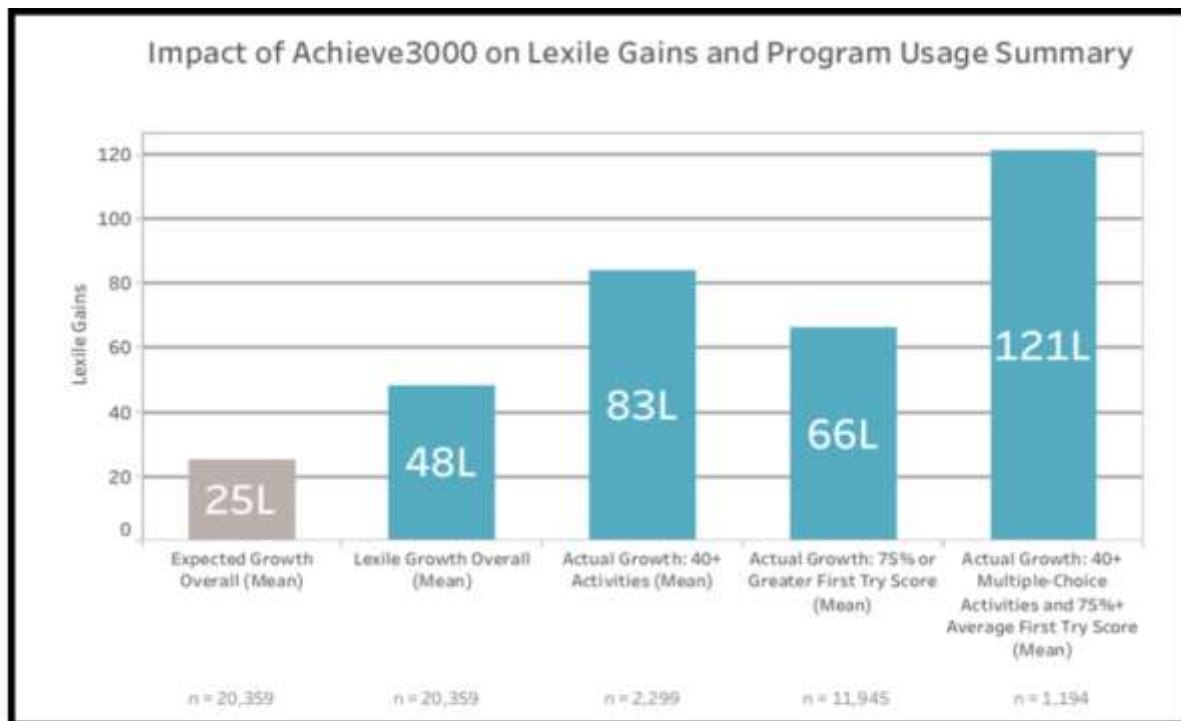
January 17, 2020

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## A Partnership That's Proven Effective

We are thrilled to continue building our partnership with Clay County School District for the 2020-21 school year. We're committed to your district's success and to helping all your students unlock their potential through accelerated literacy growth. We are especially pleased to note here that ***Achieve3000 has demonstrated proven success in Clay County School District.***

**Data below reflects district-wide growth from the start of the 2019 school year through the end of December 2019.**



## Your Exclusive Preview of What's New

For 2020, we're delighted to bring brand new teaching and learning experiences to your district.

- In Achieve3000 Literacy (formerly KidBiz/TeenBiz/Empower), find incredible new content collections for social studies and science (grades 6-10) to complement and augment core middle and high school themes and topics. Also, in the Teacher Edition's Data Center, a new Class Overview page will offer even more one-click insight.
- A new and improved student experience awaits our Achieve3000 Literacy users in grades 2-12! Look for a new feel, new lesson formats, and much more.
- In Smarty Ants®, discover the Smarty Ants Español add-on, new multisensory activities, and improved reporting.
- Actively Learn™ for grades 6-12 now provides sequenced curricular units that deliver core curriculum for deeper thinking and learning in science, social studies, and ELA.
- Introducing Achieve3000 Math! This K-12 solution for targeted practice helps students fill knowledge gaps and build confidence with over 25,000 scaffolded, standards-aligned problems.
- As always, we're working to improve our ability to deliver seamless implementations through extended rostering services. We continue to build SSO and SIS capabilities, such as our upcoming integration with Google Classroom.

We look forward to sharing more detailed information about what to expect in the months ahead!

### Professional Services

Our professional services experts work with you to tailor professional learning experiences for the goals of your site and participants. Through a wide range of customized modules, modeling sessions, and consulting, we help teachers and administrators accelerate literacy learning to the next level for all populations of students. In 2020, look for even more flexible on-demand modules to free you from scheduling constraints and enjoy exclusive webinar opportunities with luminaries in literacy education like Dr. Doug Fisher and Dr. Sandy Addis. Finally, to meet the needs of the Clay County School District, Achieve3000 is pleased to offer:

- Instructional strategy-based modules and side-by-side collaboration, at the site level, to enhance Achieve3000 literacy impact with a focus on student learning targets
- Deep modeling support and coaching for District and Instructional Leads to support the Clay County School District literacy initiatives, enhancing students' ability to read, write talk & think deeply about text
- Collaborative listening & debriefing opportunities to empower best practice classroom observation techniques, partnering to develop the capacity in your schools



# Investment Proposal

## ACADEMIC-YEAR PRICING

Participating Schools	
Ami Kids Clay County	Middleburg High School
Argyle Elementary School	Montclair Elementary School
Charles E Bennett Elementary School	Oakleaf High School
Clay High School	Oakleaf JH School
Clay Hill Elementary School	Oakleaf Village Elementary School
Clay Virtual	Orange Park Elementary School
Coppergate Elementary School	Orange Park High School
Discovery Oaks Elementary School	Orange Park JH School
Doctors Inlet Elementary School	PACE for Girls Clay County
Fleming Island Elementary School	Plantation Oaks Elementary School
Fleming Island High School	R C Bannerman Learning Center
Green Cove Springs Jr High School	R M Paterson Elementary School
Grove Park Elementary School	Rideout Elementary School
J L Wilkinson Elementary School	Ridgeview Elementary School
Keystone Heights Elementary School	Ridgeview High School
Keystone Heights Jr Sr High School	S Bryan Jennings Elementary School
Lake Asbury Elementary School	Shadowlawn Elementary School
Lake Asbury Jr High School	Swimming Pen Creek Elementary School
Lakeside Elementary School	Thunderbolt Elementary School
Lakeside JH School	Tynes Elementary School
Mcrae Elementary School	W E Cherry Elementary School
Middleburg Elementary School	Wilkinson JH School



Product	Qty	Unit Cost	1 Year Cost August 2020 – June 2021	3 Year Cost August 2020 – June 2023
Achieve3000 Pro Florida Site250	20	\$10,075.00	\$201,500.00	\$604,500.00
Achieve3000 Pro Florida Site375	7	\$13,225.00	\$92,575.00	\$277,725.00
Achieve3000 Pro Florida Site675	8	\$21,725.00	\$173,800.00	\$521,400.00
Achieve3000 Pro Florida Site850	4	\$26,725.00	\$106,900.00	\$320,700.00
Achieve3000 Pro Florida Site1175	1	\$28,225.00	\$28,225.00	\$84,675.00
Achieve3000 Pro Florida per Student	267	\$42.00	\$11,214.00	\$33,642.00
Professional Learning Services	54	\$2,695.00	\$145,530.00	\$436,590.00
2020 National Literacy Summit Early Bird Registration			\$7,500.00	\$7,500.00
<b>Subtotal</b>			<b>\$767,244.00</b>	<b>\$2,286,732.00</b>
<i>Achieve3000 Partnership Discount</i>			<i>\$0.00</i>	<i>(\$355,171.36)</i>
<i>2020 National Literacy Summit fee</i>			<i>(\$7,500.00)</i>	<i>(\$7,500.00)</i>
<b>Total Cost</b>			<b>\$759,744.00</b>	<b>\$1,924,060.64</b>
<b>Payment Summary</b>				
Payment Due July 2020			\$759,744.00	\$641,353.55
Payment Due July 2021				\$641,353.55
Payment Due July 2022				\$641,353.55


*This proposal is valid until June 30, 2020.*

**Please see the following page for acceptance.**

## Acceptance

Please send your completed, signed proposal and purchase order(s) to:

ACHIEVE3000, Inc.  
331 Newman Springs Road, Suite 304  
Red Bank, NJ 07701  
Fax: 316-221-0718; Email: [orders@achieve3000.com](mailto:orders@achieve3000.com)

<hr/> <i>Account Name</i>	<hr/> 
<hr/> <i>Customer Signature</i>	<hr/> <i>Achieve3000 Signature</i>
<hr/> <i>Name and Title</i>	<hr/> Nicholas Bates / CFO <i>Name and Title</i>
<hr/> <i>Date</i>	<hr/> 5/5/2020 <i>Date</i>

Notwithstanding any other provision of this agreement, if funds for the continued fulfillment of this agreement by Customer are at any time not forthcoming or insufficient through failure of any entity to appropriate funds or otherwise, Customer shall have the right to terminate this agreement in whole or in part without penalty (including without payment of the balance of the designated service term of 36 months) by giving thirty (30) days prior written notice documenting the lack of funding. The total or partial termination of this agreement shall become effective upon the last day of the fiscal period for which appropriations were received. Customer agrees that it will make its best efforts to obtain sufficient funds, including but not limited to including in its budget for each fiscal period during the term of the agreement a request for sufficient funds to meet its obligations hereunder in full. In the event of a total or partial termination of this agreement in accordance with this paragraph, Customer may not obtain similar service during the initial term of the agreement. In the event of such termination, Contractor shall be entitled to retain or recover from the District all fees paid or due to be paid for setup and staff development training that have been provided to the District, and the portion of the subscription fee that is applicable to the period that the Users were provided access to the educational service(s), and shall return to the District the portion of any paid subscription fee applicable to the period following the termination date that the Users were to be provided access to the educational service(s), if any.

## Contact Information

**Dr. Debi Crimmins**  
Senior Vice President of Customer Advocacy  
Email: [debi.crimmins@achieve3000.com](mailto:debi.crimmins@achieve3000.com)

**Melissa J Aday, MA**

Director of Customer Advocacy

Email: [melissa.aday@achieve3000.com](mailto:melissa.aday@achieve3000.com)