

**AMENDMENT 1 TO THE INDEPENDENT CONTRACTOR SERVICES
AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA AND
LEXIA LEARNING SYSTEMS, LLC**

This Amendment 1 to the independent Contractor Services Agreement between the School Board of Clay County, Florida (“SBCC”) and Lexia Learning LLC, (“Lexia” or “Contractor”) collectively referred to as the “Parties”, which original Agreement was entered into on May 5, 2022 by Mary S. Bolla, Chair of the School Board, shall become effective on the date last executed by either of the parties and shall serve to modify the original Agreement only as set forth herein and shall remain in effect until the original Agreement described herein terminates.

WHEREAS, Lexia agreed to provide literacy instruction for specific grade levels, ages and ability levels through online courses provided to SBCC, which courses were to be purchased as needed, and

WHEREAS, the Agreement was for a period of one year, beginning on July 1, 2022 and ending on June 30, 2023, at a total cost not to exceed \$125,000.00, and

WHEREAS, after utilizing the product (LETRS Participant Materials) for a period of time, SBCC has determined that it is in need of additional product/materials from Lexia to adequately serve its students throughout the district, and

WHEREAS, Lexia has proposed making additional student participant materials available to the SBCC, the provision of which materials would require increasing the SBCC budgeted available total compensation amount which is set forth in the original contract as “not (to) exceed \$125,000.00”,

NOW THEREFORE, the Parties agree to modify the terms of the original Agreement as follows:

1. Paragraph 3 of Attachment A the original Agreement which is entitled “Scope of Services”, and which paragraph sets forth the total compensation of the agreement beyond which spending may not exceed, is amended from \$125,000.00 to a maximum expenditure not to exceed \$200,000.00.

2. The only effect of this Amendment is to modify the terms of the original Agreement executed on May 11, 2022, as set forth in the preceding paragraph which paragraph is numbered 1.

3. All other terms and conditions of the original Agreement, together with all attachments to the original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties, by the execution of this Amendment by their authorized representatives below, bind themselves to all terms of this Amendment to the original Agreement and to the remaining unmodified terms of the original Agreement.

Lexia Learning Systems LLC

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

By:  _____

Peter Koso

Printed Name and Title

Date: 30-Nov-2022

By:  _____

Ashley Gilhousen, Chair

Printed Name and Title

Date: 12/8/2022



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 402-3620
Fax: (978) 402-3621

Quote #: Q-518773-5
Created Date: 9/26/2022

Prepared By: Cheryl McLaughlin
Email: cheryl.mclaughlin@lexialearning.com

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

Bill To:
Blanca Montoro
Clay Co School District
814 Walnut St
Green Cv Spgs, FL 32043 US

Table with 8 columns: Quantity, Line Item Description, Product Code, Version, Volume, Term, Sales Price, Total Price. Row 1: 25, LETRS Participant Materials Bundle (Print + License) with Face-to-Face Professional Learning, 382491, 3E, 1+2, 2 year, \$2,027.00, \$50,675.00

Total Price \$50,675.00
Est. Tax \$0.00
Total Due \$50,675.00

Prices quoted are inclusive of Shipping and Handling.

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Fax or email Purchase Orders with quote number Q-518773-5 to the following:

Attn: Cheryl McLaughlin
Email: cheryl.mclaughlin@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Lexia will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year LETRS licenses expire 12 months from the date of activation; 2-Year LETRS licenses expire 24 months from the date of activation.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

This quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order, which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Lexia and customer in writing, the licenses, products and/or services purchased pursuant to this order will begin on or about the start date and continue in effect for the applicable period set forth in this quote. Unless otherwise set forth herein or agreed to by Lexia and customer in writing, all subscriptions and services are deemed delivered upon provisioning of license availability, and all subscription licenses and services must be used within the applicable subscription or service period herein; unused subscription licenses or services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the subscriptions, products and/or services in the event that customer fails to make any payment when due following notice.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All subscriptions, products and services hereunder are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order, customer confirms its acceptance of the License and the terms and fees in this quote, which, together with any previously awarded proposal and/or any other associated agreement entered into by Lexia and customer regarding the subscriptions, products and services in and as supplemented by this quote, constitute the entire agreement between customer and Lexia regarding such subscriptions, products and services (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

This quote shall be subject to and incorporate the terms and conditions of the Independent Contractor Services Agreement (SBAO (2/16/22): ICSA between LEXIA & SBCC) between the School Board of Clay County, FL ("SBCC") and Lexia Learning Systems LLC ("CONTRACTOR").