

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

AMENDED CONTRACT FOR VALUE ONLY

Contract # ~~220120~~ **230057**
 Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

12/8/2022

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

Must Have Board Approval over \$100,000.00

Date Submitted: October 5, 2022

Name of Contract Initiator: Bianca Montoro

Telephone #: 336-6968

School/Dept Submitting Contract: Reading & Early Literacy Dept.

Cost Center # 9015

Vendor Name: Lexia Learning Systems, LLC

Contract Title: ~~LETTERS - For Reading Endorsement~~ **Amend # 220120**

Contract Type: New Renewal Amendment Extension Previous Year Contract #

Contract Term: July 1, 2022 - June 30, 2023

Renewal Option(s):

Contract Cost: **AMENDED TO INCREASE VALUE FROM \$125,000.00 TO \$200,000.00**

BUDGETED FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # 100.6400590.9015.0000.000.0 **445.6400310.9015.0000.4916.000.3**

Funding Source: Budget Line # 100.6400310.9015.0000.000.0

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

Completed Contract Review Form

SBAO Template Contract or other Contract (NOT SIGNED by District / School)

SIGNED 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].

State of Florida Workers Comp Exemption (<https://apps.fldfs.com/boce exempt/>) (If Applicable)

COVID-19 Waiver (If Applicable)

Release and Hold Harmless (If Applicable)

RECEIVED
OCT 13 2022
PURCHASING

RECEIVED
10/18/2022
SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	Department Needs to increase current Contract they estimate the New Contract total Not to exceed \$200,000 (Quote for 25 License \$50,000 is just the first set of increases)
Review Date 10/17/22	
School Board Attorney W/B	Please Write Amendment to increase total Compensation listed on page 6 to "Not To Exceed \$200,000". Attachment A-2 is an estimate Quote, We order a quote at the time we need them.
Review Date 11/17/22	Amendment Needs to have Board Chair Signature.
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	word copy by email, print copy attached. DATE: 11/18/22 APPROVED

**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:  _____

By: _____

Peter Koso

Printed Name and Title

Date: 30-Nov-2022

Printed Name and Title

Date:

Attachment A-2

QUOTE



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

Quantity	Line Item Description	Product Code	Version	Volume	Term	Sales Price	Total Price
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.

ORDER TERM

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").