

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # **250084**

Number Assigned by Purchasing Dept.



# CONTRACT REVIEW

BOARD MEETING DATE:

**November 7, 2024**

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 7, 2024**

Name of Contract Initiator: **Karen Frazier/Ryan Widdowson**

Telephone #: **904-336-0304/6908**

School/Dept Submitting Contract: **ESOL**

Cost Center # **9015**

Vendor Name: **Vista Higher Learning**

Contract Title: **Vista Curriculum - Amendment to purchase via quotes for the term of the contract**

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # **Original Contract 250005**

Contract Term: **July 1, 2024 - June 30, 2028**

Renewal Option(s):

Contract Cost: **Varies based on student need but not to exceed \$1,500,000 for contract term**

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # Various

Funding Source: Budget Line # \_\_\_\_\_

**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) - **When using the Addendum A, 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/bocexempt/>) (If Applicable)

\_\_\_\_ Release and Hold Harmless (If Applicable)

**RECEIVED**

By Bertha Staefe at 8:28 am, Oct 08, 2024

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

**CONTRACT REVIEWED BY:**

**COMMENTS BELOW BY REVIEWING DEPARTMENT**

Purchasing Department

Federal 2CFR200.320 (c)(2) Single Source

**REVIEWED**

By Bertha Staefe at 8:28 am, Oct 08, 2024

School Board Attorney **JPS**

Department is requesting an Amendment be written so they can continue to purchase material per quotes till the end of Contract 250005 (2028), Cost will vary based on student needs. ✓

Review Date

**10/23/2024**

Amendment is legally sufficient. Approved with NTE amount in scope of work.

Other Dept. as Necessary

Review Date

PENDING STATUS:  YES  NO

**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS

**TENTATIVELY APPROVED**

Pending Signatures



**CLAY COUNTY DISTRICT SCHOOLS**

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043

P (904) 336-6500 W oneclay.net

**SUPERINTENDENT OF SCHOOLS**

David S. Broskie

**BOARD MEMBERS:**

Erin Skipper, District 1

Mary Bolla, District 2

Beth Clark, District 3

Michele Hanson, District 4

Ashley Gilhousen, District 5

**AMENDMENT TO CONTRACT BETWEEN  
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
AND VISTA HIGHER LEARNING**

THIS AGREEMENT made as of the 30<sup>th</sup> day of October, 2024, between Vista Higher Learning (“VISTA”) and THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA (“Board”), collectively referred to as “the Parties,” which entered into an Independent Contractor Agreement on June 21, 2024, for the purchase of educational materials at a set cost.

WHEREAS the Parties entered into an Independent Contractor Agreement on June 21, 2024; and

WHEREAS the Parties wish to amend that certain Independent Contractor Agreement to include additional quotes at a set price through the contract term.

NOW THEREFORE, the Parties amend the Independent Contractor agreement to incorporate the following:

1. The original ATTACHMENT A which was originally attached to the original Agreement is deleted from the original Agreement and the Attachment A attached hereto is substituted as the attachment to the original Agreement.
2. All other terms and conditions of the original Agreement set forth therein remain unchanged and shall continue in full force and effect. The only amendment/change to the original Agreement is that which is set forth and described in numbered paragraph 1, above.

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.

AS TO VISTA HIGHER LEARNING

AS TO THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By:   
Print Name: Hector Morales

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: Vice President of Sales and Marketing K-12

Title: Board Chair

Date: 10/30/2024

Date: 11/07/24

**Amended**  
**Attachment A**

**SCOPE OF SERVICES AND/OR PRODUCTS**

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

**VISTA Higher Learning - Instructional Material to include but not limited to Student Edition (Hardcover), Student Activity Manual Workbook, Supersite + WebSAM, Workbook (Online License(s)) and Professional Development for:**

**Bridges to Literature and Content** (Multiple Levels): Bridges is a comprehensive literacy program for middle school English learners and striving readers. This powerful print and digital solution develops academic language and literacy skills through authentic texts and content-driven lessons. And with Assess to Learn, teachers can assess ongoing learning progress, discover skills gaps, and personalize instruction!

**Engage** (Multiple Levels): Engage is a high school literacy program that prepares all students for college and career readiness, with purposeful supports for multilingual learners. This print and digital solution develops language, literacy, and writing skills through engaging literary texts and content-driven lessons that connect to students' everyday lives. And with Assess to Learn, teachers can assess ongoing learning progress, discover skills gaps, and personalize instruction!

**Get Ready Sail / Soar!** Elementary: Get Ready! Sail and Soar are the newest, most comprehensive programs for elementary newcomers and beginning proficiency students. The curriculum is built for linguistically and culturally diverse learners, leveraging the assets they bring into the classroom and addressing social and academic language needs.

**Get Ready!** Middle and High School: Get Ready! is a comprehensive standards-based program developed to address the unique needs of middle and high school newcomer/beginner English learners. This multi-level program engages students with age-appropriate, motivating communicative presentations, as well as literary and informational lessons.

Instructional Material &/or Professional Development shall be purchased as needed via a SBCC Purchase Order upon the receipt and approval of a Vendor Quote. ALL Vendor Quotes shall have the following clause: **"This quote shall be subject to and incorporate the terms and conditions of the Independent Contractor Services Agreement (ICSA) between School Board of Clay County, FL (SBCC), and Vista Higher Learning Inc ("CONTRACTOR") signed June 21, 2024"** and detailed description, quantity and pricing for the Instructional Material &/or Professional Development being purchased. Vendor Quote(s) shall be incorporated as Attachment A-2, A-3, A-4, A-5, A-6, A-7 and so on. All Purchase Orders shall contain the corresponding Quote Number(s).

2. **Term:**

The term of this Agreement shall commence on July 1, 2024 and continue until June 30, 2028, unless earlier terminated as set forth in Agreement.

3. **Fee:**

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of \$ specified on vendor quote(s) (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed \$ 1,500,000.

## Attachment A-2



This quote shall be subject to and incorporate the terms and conditions of the Independent Contractor Services Agreement (ICSA) between School Board of Clay County, FL (SBCC), and Vista Higher Learning Inc ("CONTRACTOR") signed June 21, 2024.

## COST PROPOSAL

Quote Prepared On October 1, 2024  
Quote Valid Through October 15, 2024  
Quote No. 2409173416  
Version No. 5

Prepared For
Clay County School District 900 Walnut Street Green Cove Springs, FL 32043

Prepared By
Robert Thatcher rthatcher@vistahigherlearning.com Vista Higher Learning 500 Boylston St, Suite 620 Boston, MA 02116-3736

Bridges 2023					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
8	978-1-54336-308-1	Bridges to Lit Practice Book Level B	\$19.95	\$159.60	\$0.00
67	978-1-54336-308-1	Bridges to Lit Practice Book Level B	\$19.95	\$1,336.65	\$1,336.65
75	978-1-54336-218-3	Bridges to Lit Student Edition (Hardcover) Level B	\$96.95	\$7,271.25	\$7,271.25
67	978-1-54336-309-8	Bridges to Lit Practice Book Level C	\$19.95	\$1,336.65	\$1,336.65
8	978-1-54336-309-8	Bridges to Lit Practice Book Level C	\$19.95	\$159.60	\$0.00
75	978-1-54336-219-0	Bridges to Lit Student Edition (Hardcover) Level C	\$96.95	\$7,271.25	\$7,271.25

Engage 2025					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
90	978-1-66991-342-9	Engage 2025 LA Practice Book	\$35.95	\$3,235.50	\$3,235.50
10	978-1-66991-342-9	Engage 2025 LA Practice Book	\$35.95	\$359.50	\$0.00
100	978-1-66991-334-4	Engage 2025 LA Student Edition (SCH-HC)	\$106.95	\$10,695.00	\$10,695.00
11	978-1-66991-343-6	Engage 2025 LB Practice Book	\$35.95	\$395.45	\$0.00
97	978-1-66991-343-6	Engage 2025 LB Practice Book	\$35.95	\$3,487.15	\$3,487.15
75	978-1-66991-335-1	Engage 2025 LB Student Edition (SCH-HC)	\$106.95	\$8,021.25	\$8,021.25
75	978-1-66991-344-3	Engage 2025 LC Practice Book	\$35.95	\$2,696.25	\$2,696.25
75	978-1-66991-336-8	Engage 2025 LC Student Edition (SCH-HC)	\$106.95	\$8,021.25	\$8,021.25

Get Ready					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost
67	978-1-54331-620-9	Get Ready Workbook (Gr 6-8)	\$24.95	\$1,671.65	\$1,671.65
8	978-1-54331-620-9	Get Ready Workbook (Gr 6-8)	\$24.95	\$199.60	\$0.00
8	978-1-54331-619-3	Get Ready Workbook (Gr 9-12)	\$24.95	\$199.60	\$0.00
67	978-1-54331-619-3	Get Ready Workbook (Gr 9-12)	\$24.95	\$1,671.65	\$1,671.65
1	978-1-54332-134-0	Get Ready 2021 6-8 National TRB	\$169.00	\$169.00	\$0.00
75	978-1-54331-616-2	Get Ready Student Edition (Gr 6-8)	\$49.00	\$3,675.00	\$3,675.00
75	978-1-54331-615-5	Get Ready Student Edition (Gr 9-12)	\$49.00	\$3,675.00	\$3,675.00

Get Ready Sail / Soar					
Qty	Item Number	Description	Unit Price	Total Value	Total Cost



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8	978-1-54334-088-4	Get Ready Sail Practice Book	\$19.95	\$159.60	\$0.00
67	978-1-54334-088-4	Get Ready Sail Practice Book	\$19.95	\$1,336.65	\$1,336.65
8	978-1-54334-095-2	Get Ready Soar Practice Book	\$19.95	\$159.60	\$0.00
67	978-1-54334-095-2	Get Ready Soar Practice Book	\$19.95	\$1,336.65	\$1,336.65
75	978-1-54333-554-5	Get Ready Sail Student Edition	\$39.95	\$2,996.25	\$2,996.25
75	978-1-54333-555-2	Get Ready Soar Student Edition	\$39.95	\$2,996.25	\$2,996.25

<b>Total Value</b>	\$74,692.85
<b>Total Gratis</b>	\$1,961.55
<b>Total Cost</b>	\$72,731.30
<b>Est. Shipping (5%)</b>	\$3,734.64
<b>Est. Grand Total Cost</b>	<b>\$76,465.94</b>

## Ordering Instructions

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
  - A copy of this Quote
  - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

**Vista Higher Learning**  
 500 Boylston Street, Suite 620  
 Boston, MA 02116  
**Email:** [orders@vistahigherlearning.com](mailto:orders@vistahigherlearning.com)  
**Phone:** (800) 269-6311, option 3  
**Fax:** (617) 426-5215

## Terms of Purchase



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By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: [https://www.vhcentral.com/terms\\_of\\_use](https://www.vhcentral.com/terms_of_use).
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

**Thank you for your business!**