



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111


727/ 774-2221 TDD: 813/ 794-2484

352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

July 26, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Client Agreement
Apex Learning Digital Curriculum Solutions

The attached client agreement is being forwarded for your review and subsequent approval in order to provide students with an alternative instructional model through the use of online curriculum to recover high school credits. Please reference the attached memo from Ms. Vanessa Hilton, Director of Curriculum and Instructional Services Department, for further information regarding this agreement. This contract has been review and approved by Ms. Nancy Alfonso, School Board Attorney on July 14, 2011.

At this time, we respectfully request your approval to enter into the first year of a three-year agreement with the above-referenced company. This agreement is renewable annually with two subsequent one-year renewals based on mutual agreement of both parties. The services are outlined in the agreement and are attached for your perusal. The first year of the agreement will cover the period of Board approval through August 3, 2012.

Should you have any questions regarding this matter, please contact Ms. Hilton or me at your earliest convenience.

KDG/acf

Attachments

Date/Time: July 19, 2011 11:09:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Memo # GEP-001-11/12

Contact: Vanessa Hilton, Director

Ramon Suarez, Supervisor

Curriculum & Instructional Services

DATE: July 12, 2011

TO: Kendra Goodman, Director, Purchasing Department

FROM: Vanessa Hilton, Director, Curriculum and Instructional Services Department
Ramon Suarez, Supervisor, Curriculum and Instructional Services Department

SUBJECT: Client Agreement for APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

The Cohort Credit Recovery Program will provide students an alternative instructional model through the use of online curriculum to recover high school credits. Apex Learning is a computer-based curriculum that provides an independent, self directed learning environment for off track students with credit deficiencies giving them an opportunity to graduate from high school with their cohort group.

In summary, the general terms are as follows:

- A. Terms. This agreement shall commence on the date of School Board approval and continue through one year, unless earlier terminated as provided in the agreement. It may be renewed annually based on mutual consent of both parties.
- B. Apex Courses, Professional Services and Books. Access for up to a maximum of 1,170 Enrolled Students. Eight days of onsite professional development. No books purchased.
- C. Coordination (Responsible Positions). The Superintendent of Schools shall assign a designated administrator for monitoring compliance and educational program administration.

These contracts also provide for Obligations, Payment, Confidentiality and Public Disclosure, Indemnification, Notice, Authority, Termination, and other basic contract requirements.

Attached is the Client Agreement for Apex Learning Digital Curriculum Solutions.

Funding source will be from: General Funds & Title I Part B

cc: Lori Wiggins, Supervisor, Curriculum and Instructional Services



RECEIVED

7-7-11 *CLM*

CLIENT AGREEMENT
for
APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

This Client Agreement for Apex Learning Digital Curriculum Solutions (“**Agreement**”) is effective on receipt of written approval of the District School Board of Pasco County Florida by Apex Learning (“**Effective Date**”) and is made by and between Apex Learning Inc., a Washington corporation with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Pasco County Schools, with its principal place of business at 7227 Land O Lakes Blvd, Land O Lakes, FL 34638-2826 (“**Client**”).

RECITALS

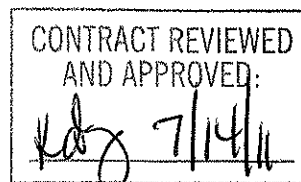
Apex Learning provides digital curriculum solutions for secondary education and related services.

Client desires to have its students, teachers and staff access and use the Apex Courses (as defined below) and to have Apex Learning perform certain related services, all pursuant to the terms and conditions set forth below.

In consideration of the covenants and conditions set forth below and for other good and valuable consideration, the adequacy of which the parties hereby acknowledge, the parties agree as follows:

AGREEMENT

1. **Definitions.** Each of the following initially capitalized terms has the meaning set forth below. All other initially capitalized terms have the meanings assigned in this Agreement.
 - 1.1. “**Apex Courses**” mean the Apex Learning course offerings identified in Section 1 of Exhibit A. The Apex Courses do not include any Course Materials.
 - 1.2. “**Books**” mean the materials described in Section 3 of Exhibit A.
 - 1.3. “**Client User**” means each Client student and Client teacher, administrator or staff member, who registers with Apex Learning and establishes a password to access Apex Courses made available under this Agreement.
 - 1.4. “**Course Materials**” mean items or materials separate from the digital curriculum that may be either required or optional for a given Apex Course (e.g., calculators, microphones/headsets, textbooks, novels, other literature, lab manuals, and lab materials).
 - 1.5. “**Professional Services**” mean the Apex Learning professional services described in Section 2 of Exhibit A.
 - 1.6. “**Term**” will have the meaning set forth in Section 9.1 below.
 - 1.7. “**User Support**” means the Apex Learning support services described in Exhibit C.
2. **Apex Obligations.**
 - 2.1. **Apex Courses.** Commencing on the later of August 4, 2011 and the Effective Date and continuing throughout the Term, Apex Learning will host and make available the Apex Courses for access and use by Client Users.





- 2.2. **User Support.** Apex Learning will provide Client and Client Users with User Support throughout the Term.
- 2.3. **Uptime.** Apex Learning will use commercially reasonable efforts to make the Apex Courses available for access by Client and Client Users 99% of the time, measured on a monthly basis, excluding Planned Outages. “Planned Outages” means the installation of upgrades, service packs, routine server, application, or network configuration changes, and other reasonable maintenance activities. Planned Outages will be conducted during off-peak Apex Course utilization times. Apex Learning will post an advance announcement of any Planned Outage on the Apex Learning website through which Client Users access the Apex Courses.
- 2.4. **Security.** Apex Learning will implement commercially reasonable security measures to protect against incidents of unauthorized access to personally identifiable Client User information.
- 2.5. **Professional Services.** Apex Learning will perform the Professional Services as described in Section 2 of Exhibit A.
- 2.6. **Books.** Apex Learning will provide the Books described in Section 3 of Exhibit A.
- 2.7. **All Rights Reserved.** Apex Learning and its suppliers own all right, title and interest in and to the Apex Courses. Other than granting Client Users the right to access and use the Apex Courses as described in this Agreement, Apex Learning expressly reserves all right, title and interest therein.
- 2.8. **Background Checks.** If Apex Learning is required to perform services under this Agreement that require Apex Learning personnel to (a) be at any Client school when students are present or (b) have direct contact with students, Apex Learning is responsible for ensuring such personnel have been Level 2 fingerprinted and had their respective backgrounds screened prior to delivery of the services under this Agreement.

3. **Client Obligations.**

- 3.1. **Hardware/Software.** The Apex Courses are made available to Client Users over the Internet through a web-browser interface. To access the Apex Courses, therefore, Client Users must have a suitable Internet connection and access to an appropriately configured computer, as well as an appropriately configured computer network (where applicable).
- 3.2. **Parental Consent.** Client will obtain any necessary parental consent for each Client User student to access and use the Apex Courses.
- 3.3. **Terms of Use.** All Client Users that access the Apex Courses must comply with the Apex Learning terms of use for the Apex Courses (“Terms of Use”). The current version of those Terms of Use is posted at www.apexvs.com and on the Apex Learning website through which Client Users access the Apex Courses. Apex Learning reserves the right to suspend or discontinue a Client User from accessing the Apex Courses at any time if the Client User violates the Terms of Use. Client will notify Apex Learning of any activity by its Client Users in violation of the Terms of Use.
- 3.4. **Laboratory Activities.** For any Apex Course that includes hands-on laboratory activities, Client is responsible for all such hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.
- 3.5. **No Resale Rights.** Client will not resell to any third party the right to access or use the Apex Courses or provide any third party who is not a Client User with access to, or the ability to use, the Apex Courses.

CONTRACT REVIEWED
AND APPROVED:
Kdy 7/14/11

4. **Payment.**

- 4.1. **General.** In consideration for the rights granted and services provided under this Agreement, Client will pay Apex Learning the amounts set forth in Exhibit A pursuant to the "Payment Schedule" set forth in Exhibit B.
- 4.2. **Payment Terms.** Client will pay all Apex Learning invoices issued under this Agreement within thirty (30) days of the invoice date.
- 4.3. **Taxes.** Amounts stated under Section 4.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind which may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are the responsibility of Client, and Client will indemnify and hold Apex Learning harmless from any liability with respect to such taxes.

5. **Confidentiality and Public Disclosure.**

- 5.1. **Confidentiality.** Each party agrees that during the term of this Agreement, and for two (2) years thereafter, it will not disclose to any third party any Confidential Information of the other party, except to the extent required by law or as otherwise expressly authorized herein. The term "Confidential Information" means all non-public information that either party designates as being confidential, or which, under the circumstances of disclosure ought to be treated as confidential. Apex Learning's Confidential Information includes, without limitation, information relating to unreleased offerings. Confidential Information does not include information that was known to the receiving party prior to the disclosing party's disclosure to the receiving party, or information that becomes publicly available through no fault of the receiving party. Nothing in this Section 5 precludes either party from disclosing Confidential Information when and as required by law.
- 5.2. **Public Disclosure.** The parties acknowledge that Client is subject to certain laws governing the disclosure of public records. The parties also acknowledge that this Agreement includes terms and conditions regarding the business practices of Apex Learning that Apex Learning considers proprietary information. Accordingly, Client agrees that it will not disclose the terms of this Agreement to any third party except and only to the extent that Client is required to do so under applicable public disclosure laws. Further, if Client receives a request to disclose any terms of this Agreement, then to the extent permitted by law Client will provide Apex Learning with notice of such request, reasonably in advance of any disclosure, and give Apex Learning an opportunity to identify and enforce any authorized exceptions to public disclosure that may apply to such request.

6. **Representations and Warranties.**

- 6.1. **By Both Parties.** Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this Agreement and is permitted by applicable law and regulations to enter into this Agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act.
- 6.2. **By Apex Learning.** Apex Learning further represents and warrants that Client's and Client Users' access to and use of the Apex Courses as described in this Agreement will not infringe any third party copyright.
- 6.3. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 6.2 ABOVE, APEX LEARNING DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE APEX COURSES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF



MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN SECTION 6.2, THERE IS NO WARRANTY OF NON-INFRINGEMENT OR TITLE.

7. **Indemnity.**

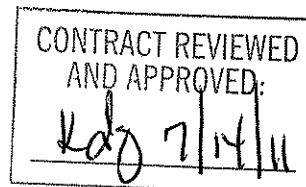
- 7.1. ***Duty to Indemnify.*** Subject, in the case of Client, to any applicable laws restricting Client's ability to provide the indemnification described in this Section, each party will indemnify, defend, and hold the other party and its officers, employees, and agents harmless from any and all actions, causes of action, claims, demands, costs, liabilities, expenses and damages arising out of or in connection with any breach or alleged breach of any representation or warranty set forth in Section 6 above.
- 7.2. ***Procedure.*** If an action is brought for which indemnity is sought under this Section 7, the party seeking indemnity will send reasonably prompt written notice to the other party specifying the nature of the action and the total damages or other relief sought and will permit the indemnifying party to answer and defend such claim. The party seeking indemnity will provide the indemnifying party with such information and assistance as is reasonably necessary to assist the indemnifying party, at the indemnifying party's expense, in defending any such action. The party seeking indemnity reserves the right to employ separate counsel and participate in the defense at its expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

8. **EXCLUSION OF CERTAIN DAMAGES & LIMITATION ON LIABILITY.**

- 8.1. **EXCLUSION OF CERTAIN DAMAGES.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.
- 8.2. **LIMITATION ON LIABILITY.** IN NO EVENT WILL APEX LEARNING'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO APEX LEARNING UNDER THIS AGREEMENT.
- 8.3. **APPLICATION.** THE EXCLUSION OF DAMAGES AND LIMITATION ON LIABILITY IN THIS SECTION 8 SHALL APPLY REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF ANY CLAIM AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW OR IN EQUITY FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Term and Termination.**

- 9.1. ***Term.*** This Agreement shall commence on the Effective Date and continue through August 3, 2012 (the "***Initial Term***"), unless earlier terminated as provided in this Section 9. Client may renew this Agreement for two (2) successive one-year renewal terms (each a "***Renewal Term***", with the "***First Renewal Term***" commencing on August 4, 2012 and continuing through August 3, 2013 and the "***Second Renewal Term***" commencing on August 4, 2013 and continuing through August 3, 2014) by providing Apex Learning with written notice of intent to renew no less than thirty (30) days prior to the start of a Renewal Term. The "***Term***" of this Agreement is the Initial Term and any Renewal Terms if the Agreement is renewed.



9.2. **Termination.** Either party may suspend performance or terminate this Agreement immediately upon written notice to the other party at any time if the other party is in material breach of any provision of this Agreement and has failed to cure that breach within thirty (30) days after receipt of written notice thereof. Without limiting the foregoing, Apex Learning may suspend performance or terminate this Agreement immediately upon written notice to Client if Client is thirty (30) days overdue on any payment due to Apex Learning under this Agreement.

9.3. **Effect of Expiration/Termination.** Upon the expiration or termination of this Agreement, all access to the Apex Courses will promptly cease, and Client will immediately pay all amounts due to Apex Learning up to the date of expiration/termination. The following Sections will survive the expiration or termination of this Agreement: 4 (with respect to amounts due and owing upon expiration/termination), 5, 6, 7, 8, 9.3 and 10.

10. **Miscellaneous.**

10.1. **Relationship of Parties.** Client and Apex Learning are independent contractors with respect to one another, and nothing in this Agreement will be interpreted to create any agency, joint venture, employment or partnership relationship.

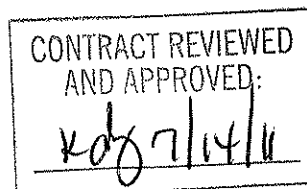
10.2. **Force Majeure.** For a reasonable time period, Apex Learning will be excused from delay, breach of this Agreement or failure in performance under this Agreement due to causes beyond Apex Learning's reasonable control including without limitation, acts of God, government action, strikes, acts of public enemies, civil disturbance or riots, war, national emergency, floods, power outages, telecommunications failures, fires, earthquakes, storms or other similar causes.

10.3. **Notices.** Any notices given under this Agreement shall be delivered either by messenger or overnight delivery service, or sent by facsimile with a confirmation sent via certified or registered mail, postage prepaid and return receipt requested, and addressed to Apex Learning or Client at the address stated below, and shall be deemed to have been given on the day when received by the party to whom the notice is given.

	Apex Learning Contact	Client Contact
Name, Title	Manager, Contracts	Director of Purchasing
Organization	Apex Learning Inc.	Pasco County Schools
Address	1215 Fourth Avenue, Suite 1500	7227 Land O Lakes Blvd
City, State, Zip	Seattle, WA 98161	Land O Lakes, FL 34638-2826
Phone	206-381-5600	813-794-2000
Facsimile	206-381-5601	813-794-2326

10.4. **Assignment.** Neither party will assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the immediately preceding sentence, either party may assign this Agreement without the other party's prior written consent as part of a merger, acquisition or a sale or transfer of a majority of the assigning party's assets. This Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and permitted assignees.

10.5. **Waiver/Severability.** No provision of this Agreement will be deemed waived unless the waiver is in writing and signed by the waiving party, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion. If any term of this Agreement is found by a court of competent jurisdiction to be in whole or in part unenforceable, then such unenforceable term or portion thereof will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the allocation of risk among the parties reflected in the original provision, and the remainder of this Agreement shall continue in effect.



10.6. *Governing Law/Attorneys Fees.* This Agreement will be governed by and construed under the laws of the State of Florida (except to the extent federal law is controlling on the subject matter), without regard to its conflict of laws provisions. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

10.7. *No Third Party Beneficiaries.* This Agreement is for the benefit of, and shall be enforceable by, the parties only. This Agreement is not intended to confer any right or benefit on any third party. No action may be commenced or prosecuted against a party by any third party claiming as a third-party beneficiary of this Agreement.

10.8. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, oral or written. Changes, modifications or waivers to this Agreement must be in writing and signed by both parties. If there is an inconsistency between this Agreement and the Terms of Use, then this Agreement shall control but solely to the extent of the inconsistency and solely with respect to Apex Learning and Client (as the parties to this Agreement).

IN WITNESS WHEREOF, the authorized representatives of Apex Learning and Client agree to the terms and conditions set forth in this Agreement.

Apex Learning Inc.

By: 

Print Name: Peter Papano

Title: CFO

Date: July 14, 2011

Pasco County Schools

By: _____

Print Name: Heather Fiorentino

Title: Superintendent

Date: _____

By: _____

Print Name: Joanne Hurley

Title: Chairwoman of the Board

Date: _____



EXHIBIT A

Apex Courses, Professional Services and Books

Initial Term (through August 3, 2012):

1. *Apex Courses:*

- Flexible access to all ClassTools Achieve courses for up to a maximum of 1,170 Enrolled Students during the Initial Term (based on the purchase of access for 750 Enrolled Students).

Price: \$75,000.00

A student is defined as an "Enrolled Student" if he or she is enrolled in at least one ClassTools Achieve course. An Enrolled Student may be enrolled in any number of ClassTools Achieve courses. There may be no more than 1,170 Enrolled Students at one time unless access is purchased for additional students. Client may purchase access for additional students during the Initial Term at \$83.33 per Enrolled Student.

- The price for the Apex Courses does not include any Course Materials.

2. *Professional Services:*

- Four (4) days of onsite professional development to be delivered during the Initial Term.

Price: \$8,800.00

- Client's purchase of the Professional Services listed above entitles Client to receive the following additional professional development (a total of four days) at no additional charge to be delivered during the Initial Term:

- Program Planning: 3-hour on-site session*.
- Implementation Strategy: 3-hour onsite session*.
- Site Coordinator Training: 3-hour onsite session*.
- Administrator Coaching and Mentoring: 3-hour onsite session*.
- Teacher Coaching and Mentoring: 2 6-hour onsite days.

* Two 3-hour sessions must be delivered in one day.

3. *Books:*

- None purchased.

Total Price for the Initial Term: \$83,800.00

First Renewal Term (August 4, 2012 through August 3, 2013):

1. *Apex Courses:*

- Access to all ClassTools Achieve courses for a maximum of 750 Enrolled Students during the First Renewal Term.

Price: \$75,000.00

A student is defined as an "Enrolled Student" if he or she is enrolled in at least one ClassTools Achieve course. An Enrolled Student may be enrolled in any number of ClassTools Achieve courses. There may be no more than 750 Enrolled Students at one time unless access is purchased for additional students. Client may purchase access for additional students during the First Renewal Term at \$83.33 per Enrolled Student.

- The price for the Apex Courses does not include any Course Materials.

2. *Professional Services:*

- Two (2) days of onsite professional development to be delivered during the First Renewal Term.

Price: \$4,400.00

3. *Books:*

- None purchased.

Total Price for the First Renewal Term: \$79,400.00

Second Renewal Term (August 4, 2013 through August 3, 2014):

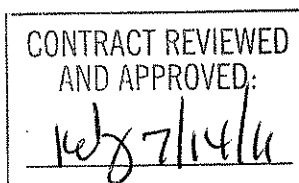
1. *Apex Courses:*

- Access to all ClassTools Achieve courses for a maximum of 750 Enrolled Students during the Second Renewal Term.

Price: \$75,000.00

A student is defined as an "Enrolled Student" if he or she is enrolled in at least one ClassTools Achieve course. An Enrolled Student may be enrolled in any number of ClassTools Achieve courses. There may be no more than 750 Enrolled Students at one time unless access is purchased for additional students. Client may purchase access for additional students during the Second Renewal Term at \$83.33 per Enrolled Student.

- The price for the Apex Courses does not include any Course Materials.



2. *Professional Services:*

- Two (2) days of onsite professional development to be delivered during the Second Renewal Term.

Price: \$4,400.00

3. *Books:*

- None purchased.

Total Price for the Second Renewal Term: \$79,400.00



EXHIBIT B
Payment Schedule

Client will pay Apex Learning according to the following Payment Schedule:

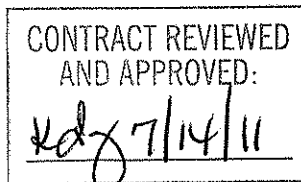
- Apex Learning will invoice Client in the amount of \$75,000.00 on or about August 4, 2011 following setup and implementation of access to the Apex Courses by Client Users for the Initial Term.
- Apex Learning will invoice Client in the amount of \$75,000.00 following implementation of access to the Apex Courses by Client Users for the First Renewal Term, if renewed, on August 6, 2012.
- Apex Learning will invoice Client in the amount of \$75,000.00 following implementation of access to the Apex Courses by Client Users for the Second Renewal Term, if renewed, on August 5, 2013.
- Apex Learning will invoice Client for Professional Services following delivery of such services.



EXHIBIT C

User Support

1. **General.** Apex Learning will provide Client Users with support via a toll-free phone number (for U.S. calls only) and email. Phone support will be available from Apex Learning Monday–Friday from 5:00 a.m. to 7:00 p.m. Pacific Time. Apex Learning will give Client Users notice of any intermittent or seasonal changes to the phone support schedule by posting an announcement on the Apex Learning website through which Client Users access the Apex Courses and/or by a voicemail greeting.
2. **Disclaimer.** Apex Learning’s ability to support Client and Client Users with respect to the Apex Courses depends on Client (a) providing Apex Learning with prompt notice if Client becomes aware of any problem that affects the ability of Client Users to access and/or use the Apex Courses, (b) cooperating in a timely manner with Apex Learning’s efforts to diagnose the source of problems, (c) making available to Apex Learning appropriate staff and system information for resolving issues as they may arise, and (d) implementing reasonable technical solutions suggested by Apex Learning in a timely manner. In addition, Apex Learning is not responsible for Client User problems that stem from Client’s Internet connection, any Client or third party hardware or software, or Client’s own network.



Apex Learning Price Quote "3 For 2 Promotion"

PASCO COUNTY SCHOOLS
7227 LAND O LAKES BLVD
LAND O LAKES, FL 34638-2826

Attention: Ramon Suarez



1215 4th Ave, Suite 1500
Seattle, WA 98161

Apex Learning is pleased to offer 3 years of access for the price of 2 years. Recognizing the pressure that school districts are under to increase student achievement with reduced budgets, this limited time offer reflects the enormity of the challenges faced. To take advantage of the pricing in this quote, please place your order by August 15, 2011.

Apex Learning proposes the following comprehensive solution to meet your goals and objectives.

2011-2014 School Year Digital Curriculum Access	Unit	Quantity	Unit Price	Volume Discount	Discounted Unit Price	Extended Discounted Price	3 Year Extended Discounted Price	3 For 2 Promotional Unit Price	3 For 2 Promotional Extended Price
ClassTools Achieve: All Apex Learning general studies and AP courses*	enrolled student	750	\$200.00	25%	\$150.00	\$112,500.00	\$337,500.00	\$100.00	\$225,000.00
*Add-on ClassTools Acheive subscriptions	enrolled student		\$200.00	25%	\$150.00		TBD	\$83.33	
Total Access Price									\$225,000.00

2011-2012 School Year Digital Curriculum Access	Unit	Quantity	Unit Price	Volume Discount	Special Discount	Extended Discounted Unit Price	Year 1 Extended Price
ClassTools Achieve: All Apex Learning general studies and AP courses	enrolled student	420	\$200.00	25%	100%	\$0.00	\$0.00
Total Year 1 Promotional Access Price							\$0.00

2011-2012 Professional Services	Unit	Unit Price	Full Days	Extended Price
Professional Services; Full day	session	\$2,200.00	4	\$8,800.00
Professional Services Introductory Offer	session	\$2,200.00	4	\$8,800.00 < \$8,800.00 >
Year 1 Total Professional Services Price				\$8,800.00

2012-2013 Professional Services	Unit	Unit Price	Full Days	Extended Price
Professional Services; Full day	session	\$2,200.00	2	\$4,400.00
Year 2 Total Professional Services Price				\$4,400.00

PASCO COUNTY SCHOOLS - Confidential Price Quote

CONTRACT REVIEWED
AND APPROVED:
10/27/11/11

2013-2014 Professional Services	Unit	Unit Price	Full Days	Extended Price
Professional Services; Full day	session	\$2,200.00	2	\$4,400.00
Year 3 Total Professional Services Price				\$4,400.00

Total Solution Price	\$ 242,600.00
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Payment Schedule:

\$83,800 invoiced in Year 1

\$79,400 invoiced in Year 2

\$79,400 invoiced in Year 3

\$79,400 Total 3 for 2 Promotion Price

The above prices are valid through August 15, 2011

Please see Attachment A for information regarding access to Apex Learning digital curriculum and related services. To complete this purchase, Apex Learning requires an executed Apex Learning contract.

Thank you for your consideration of an Apex Learning digital curriculum solution for your instructional programs.

Sincerely,

Kim Bolser-Aumen

PASCO COUNTY SCHOOLS - Confidential Price Quote

<p>CONTRACT REVIEWED AND APPROVED: <i>10/27/11</i></p>
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Attachment A
Purchasing Apex Learning Digital Curriculum and Services

1. Apex Learning Digital Curriculum

Apex Learning will host and make available for access and use by the client's authorized users the specific digital curriculum solution or solutions purchased by the client. Access to applicable products is as follows:

- An initial purchase of access to ClassTools Achieve® or ClassTools Virtual™ courses is for a period of 12 months. If access for additional students is purchased during the access period, access for the add-on order is through the end date of the original order.
- An initial purchase of access to High School Exam Prep courses is for a period of 12 months. If access for additional students is purchased during the access period, access for the add-on order is through the end date of the original order.
- A purchase of access to AP Exam Review is through the June 30 following the date of the order.

Access to each of the above Apex Learning solutions is per Enrolled Student. A student is defined as an "Enrolled Student" if he or she is enrolled in at least one Apex Learning course in one solution for which access is purchased. An Enrolled Student may be enrolled simultaneously in any number of courses included with a solution. For example, if access is purchased to ClassTools Achieve, a student may be enrolled in any number of ClassTools Achieve courses. The number of Enrolled Students at one time in a solution cannot exceed the number of Enrolled Students for whom access is purchased. When an Enrolled Student completes all of their courses and is archived, client may enroll another student in that solution as long as the maximum number of Enrolled Students for whom access is purchased is not exceeded at one time. Additional access may be purchased via an add-on order at the price per student of the original order. If access is purchased for additional Enrolled Students, the period of access is through the end date of the original order.

There are no credits or refunds on purchases of access to ClassTools Achieve, ClassTools Virtual, High School Exam Prep or AP Exam Review courses.

2. Materials

Certain courses have required or optional books (e.g. literature for English courses, lab manuals for science courses) or other ancillary materials (e.g. a calculator for math courses, a microphone for world languages courses, lab materials for science courses). The price for digital curriculum access does not include any such required or optional materials. Course materials must be purchased separately. There are no returns, credits or refunds for course materials. A course materials list can be found at http://www.apexlearning.com/Documents/materials_list.pdf.

3. Parental Consent

The client is responsible for obtaining any necessary parental consent for each student to access and use the Apex Learning digital curriculum.

4. Laboratory Activities

The client is responsible for the implementation of any hands-on laboratory activities, including ensuring that qualified personnel are available to supervise such hands-on laboratory activities. Apex Learning will have no liability whatsoever with regard to any hands-on laboratory activities.

5. Professional Development

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or contract and must be scheduled at least 2 weeks in advance of the delivery date.

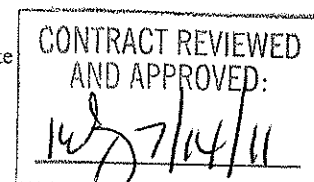
Cancellations: If a scheduled onsite professional development session is cancelled without at least 2 weeks prior written notice, the client will be required to pay Apex Learning for travel and related expenses when that onsite professional development day is delivered. A purchase order for travel and related expenses must be received before the onsite professional development will be scheduled.

Expiration: Professional development must be delivered prior to the order expiration date. There are no credits or refunds for unused professional development sessions.

6. Payment Terms

All invoices are due 30 days from the date of invoice. If a client is more than 30 days overdue on an invoice, Apex Learning may suspend or terminate service immediately on written notice to the client.

PASCO COUNTY SCHOOLS - Confidential Price Quote





Overview

- Program type: Credit Recovery/Alternative Education
- Number of sites: 13 schools
- Number of teachers: 13

Recommended Sessions

The following professional development sessions are recommended for this implementation.

YEAR 1

Session Name	Quantity	Type
Implementation Strategy	1 day	Onsite
Program Planning	1 day	Onsite
Administrative Awareness Session	½ day	Onsite
Teacher Functionality Training	1 day	Onsite
Site Coordinator Training	½ day	Onsite
Teacher Coaching and Mentoring	4 days	Onsite
Administrative Coaching and Mentoring	½ day – no charge	Onsite
Total – Year 1	8 days	

YEAR 2

Session Name	Quantity	Type
Teacher Functionality: Year 2 and Beyond	1 day	Onsite
Teacher Coaching and Mentoring	1 day	Onsite
Total – Year 2	2 days	Onsite

YEAR 3

Session Name	Quantity	Type
Teacher Functionality: Year 2 and Beyond	1 day	Onsite
Teacher Coaching and Mentoring	1 day	Onsite
Total – Year 3	2 days	Onsite

CONTRACT REVIEWED
AND APPROVED:
[Signature] 7/14/11

Session Descriptions

Implementation Strategy

This session occurs prior to any other Apex Learning professional development sessions. The Implementation Strategy session begins with an interactive discussion of the learning solutions and capabilities of Apex Learning. The Education Consultant will then lead participants through the process of establishing the district vision, determining which programs to implement, defining program goals and objectives, and identifying stakeholders. Implementation Strategy is a working session to create an implementation plan. The implementation plan will outline stakeholder responsibilities and action items, milestones and timelines, and program success metrics.

Program Planning

To maximize success with implementing digital curriculum programs, it is important to have a well-designed plan in place. Program Planning is a working session to assist program administrators in making and documenting specific policy and procedural decisions which align to the vision and goals established in the District implementation Strategy session.

Functionality Training

This session is designed for first-time users of Apex Learning digital curriculum. Participants receive overviews of the various curriculum pathways and learn capabilities of (and how to use) management tools, register and enrollment processes, Grade Book, and reports. At the end of this session participants should be ready to utilize the digital curriculum with students the next day.

Teacher Coaching and Mentoring

Apex Learning Education Consultants work one-on-one with practitioners in their classrooms or computer labs to help them maximize the online learning program. Our Education Consultants recommend, and many times, model specific strategies to improve student outcomes in the computer lab or classroom. A typical schedule consists of working at one site with individual teachers or lab managers for approximately two hours at a time within the day.

Administrator Coaching and Mentoring

Apex Learning Education Consultants work on site with building leadership to review progress of the implementation approximately 90 days after the initial start. A detailed review of the student data provides the basis for the discussion to determine an action plan to maximize what is working and support areas of improvement. A typical schedule consists of working with the building leadership at one site.

Site Coordinator Training

Site Coordinator training is designed for personnel responsible for overseeing a program at either the building or district level. Topics covered include a general review of basic functionality specific to a site coordinator followed by more in-depth knowledge pertaining to the role of reports and how to monitor the overall progress of the program.

Awareness Training

An interactive presentation highlighting the district plans to utilize the learning solutions and capabilities of Apex Learning digital curriculum. To maximize success with implementing the digital curriculum program, it is important to involve personnel that are indirectly involved. This onsite session builds buy-in and confidence in the use of digital curriculum through the presentation of the district vision, program goals and objectives, milestones and timelines, and demonstration of the digital curriculum.

Functionality Training: Year 2 and Beyond

This session is designed for sites that are entering the second year of their implementation of digital curriculum. Topics include a more in-depth look at curriculum, management tools, advanced reporting and Grade Book functionality. Participants have the opportunity to collaborate on best practices and clarify outstanding questions. In addition new feature functions as well as new course integrations are highlighted.

