



# DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

## Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent

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

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

352/524-2221 email: [nwestmor@pasco.k12.fl.us](mailto:nwestmor@pasco.k12.fl.us)

March 4, 2014

## MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *nw*

RE: Contract Addendum  
APEX Learning Digital Curriculum Solutions  
Contract #2014000046

On July 30, 2013, the Board approved a contract between Apex Learning Digital Curriculum Solutions and the Office for Career and Technical Education. This contract allows for the purchase of additional courses to provide students with credit recovery programs.

Pasco eSchool is requesting permission to purchase additional subscriptions for content hosted by Apex Learning, Inc. pursuant to an addendum to contract #2014000046. The contract offers the District an option to purchase additional subscriptions as an addendum to the agreement. Please see the memo from Ms. JoAnne Glenn, Principal for Pasco eSchool, for further information.

At this time, we respectfully request your approval to add these additional programs. The costs associated with this contract will be funded through FTE earned by students enrolled in grades 9-12 when they successfully complete the course at the end of the semester.

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

NW/plh

Attachments

Date/Time: February 26, 2014 08:41:00

(813) 794-2000 • (352) 524-2000 • (727) 774-2000 • [www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)



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Pasco eSchool  
JoAnne Glenn, Principal  
813/346-1901 FAX: 813/346-1991  
E-MAIL: jglenn@pasco.k12.fl.us

February 10, 2014

To: Nicole Westmoreland, Purchasing Agent

From: JoAnne Glenn, Principal for Pasco eSchool

Subject: Addendum to Contract (Apex Learning, Inc.)

In accordance with Florida Statute 1002.415, 1002.37 and Senate Bill 1676, beginning with the 2009-2010 school year, each school district shall provide eligible K-12 students within its boundaries the option of participating in a virtual instruction program. The program makes instruction available to students using online and distance learning technology in the nontraditional classroom.

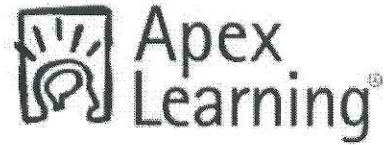
To provide the secondary students enrolled in Pasco eSchool with a variety of learning opportunities and to bring the curriculum and operation of the program into closer alignment with our traditional schools, Pasco eSchool requests approval to purchase additional licenses to meet additional course requests for the English IV: Florida College Prep and Math for College Readiness courses.

Our contract with Apex Learning, Inc. provides for a preferred pricing model for the District, as Apex Learning content is already being used to provide credit recovery programs at local high schools. The contract offers the district an option to purchase additional licenses as an addendum to the agreement, based on need. We are requesting approval for up to \$5,000, which allows for future requests that exceed the licenses already covered by the attached quote.

The costs associated with any resulting contract will be funded through FTE earned by students enrolled in grades 9-12 when they successfully complete the course at the end of the semester.

# Apex Learning Price Quote

Pasco County Schools  
 7227 Land O' Lakes Blvd  
 Land O' Lakes, FL 34638-2826



1215 4th Ave, Suite 1500  
 Seattle, WA 98161

Attention: JoAnne Glenn

Pasco County Schools has requested a price quote from Apex Learning® for a digital learning solution.

Apex Learning proposes the following digital curriculum and services to meet your goals and objectives.

Digital Curriculum	Unit	Unit Price	Volume Discount	One Time Discount	Discounted Unit Price	Quantity	Extended Price
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	30%	52.383%	\$83.33	25	\$2,083.25
<b>Digital Curriculum Sub-Total</b>							<b>\$2,083.25</b>

<b>Total Price</b>	<b>\$2,083.25</b>
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The above prices are valid for 60 days from 2/6/2014 unless stated otherwise.

If you choose to complete this purchase, Apex Learning requires a signed copy of this price quote and a purchase order for the total price or an executed Apex Learning contract. Please fax the signed price quote and a purchase order to the attention of Taylor Masnjak at (206) 381-5601.

Payment of all invoices is due 30 days from the invoice date. Apex Learning does not accept payment by credit card.

Please see Attachment A for information regarding the purchase of Apex Learning digital curriculum and services.

Thank you for your consideration of an Apex Learning digital learning solution.

JoAnne Glenn      2/7/14      JoAnne Glenn      Principal  
 Signature (JoAnne Glenn)      Date      Printed Name      Title

\_\_\_\_\_  
 Board Chairperson      Date

CONTRACT REVIEWED  
 AND APPROVED:  
NW 2-13-14

**Attachment A**  
Purchasing Apex Learning Digital Curriculum and Services

**1. Comprehensive Courses**

A subscription to comprehensive courses provides access to all available comprehensive courses.

Unlimited Enrollment Subscriptions: An Unlimited Enrollment Subscription provides access for a period of 12 months for one student enrolled in any number of comprehensive courses at one time. If a student completes or withdraws from all courses in which he or she is enrolled, the Unlimited Enrollment Subscription may be used to enroll another student. Apex Learning counts the number of enrolled students if Unlimited Enrollment Subscriptions are purchased. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased.

Additional Subscriptions: Additional subscriptions with access through the same order end date may be purchased either at the price per subscription of the initial purchase or a price per month per subscription.

There are no credits or refunds for purchases of subscriptions to comprehensive courses.

**2. Apex Learning Virtual School (ALVS) Enrollments**

Each ALVS enrollment is for a one-semester course. ALVS enrollments must be used within 12 months of the order start date.

The following withdrawal policy applies to ALVS enrollments:

- If a student is withdrawn from a course prior to the course start date, the client will receive a credit equal to 100% of the purchase price for the ALVS enrollment.
- If a student is withdrawn from a course on or before the 28th day of the course, the client will receive a credit equal to the purchase price for the ALVS enrollment less a non-refundable administration fee of \$75.
- If a student is withdrawn from a course after the 28th day of the course, the client will not receive any credit.

All credits issued must be used prior to the order expiration date and may be applied to the purchase of any Apex Learning digital curriculum or services. There are no refunds for ALVS enrollments.

**3. Course Materials**

Certain comprehensive courses have course materials that may be required or are optional for the digital curriculum such as books for English courses, lab materials for science courses, or other ancillary items such as a calculator for math courses or a microphone for world languages courses. The price for comprehensive courses and ALVS enrollments does not include any such course materials. The course materials list can be found at [http://www.apexlearning.com/documents/materials\\_list.pdf](http://www.apexlearning.com/documents/materials_list.pdf)

Required and optional books may be purchased from Apex Learning. The price for such books does not include applicable sales tax. If any such tax is due, it will be reflected on Apex Learning's invoice. There are no returns, credits, or refunds for books purchased from Apex Learning.

**4. AP Exam Review**

A Single Enrollment Subscription to AP Exam Review provides access through the following June 30 for one student enrolled in one AP Exam Review course. If a student completes or withdraws from the AP Exam Review subject in which he or she is enrolled, the Single Enrollment Subscription may be utilized to enroll another student in any AP Exam Review subject. The number of AP Exam Review enrollments at one time may not exceed the number of Single Enrollment Subscriptions purchased. There are no credits or refunds for purchases of subscriptions to AP Exam Review.

**5. Parental Consent**

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

**6. 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.

**7. Professional Development**

Scheduling: Onsite professional development sessions cannot be scheduled until Apex Learning has received a valid purchase order or executed 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 at the time that onsite professional development session is delivered.

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

