



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 e-mail:

nwestmor@pasco.k12.fl.us

June 3, 2014

MEMORANDUM

TO: Honorable School Board Members

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

RE: APEX Learning Digital Curriculum Solutions
Request for Extension to Agreement
Contract #201400046

On July 26, 2011, the Board approved Office for Career and Technical Education (CTE) to enter into a three-year contract with APEX Learning Digital Curriculum Solutions (attached). The third year of the contract will expire on August 3, 2014.

CTE is requesting Board approval to extend the above-mentioned agreement with APEX Learning Digital Curriculum Solutions, to include Amendment A and B (attached), for an additional three (3) years. This extension period will be renewed annually based upon mutual agreement of both parties. Any future amendments to this agreement extension will be brought to the Board for approval.

At this time, we respectfully request your approval to extend the above-mentioned agreement with APEX Learning Digital Curriculum Solutions. The first-year extension period of this agreement will commence on August 4, 2014 through August 3, 2015. The addendums were approved by the District School Board's Attorney, Ms. Nancy Alfonso, on May 20, 2014.

Should you have any questions regarding this matter, please contact Ramon Suarez or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: May 28, 2014 11:21:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools



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

Office For Career and Technical Education
Ramon Suarez, Supervisor
813/ 794-2209 727/ 774-2209 352/ 524-2209
Fax: 813/ 794-2152
e-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM
GEP- 011 13/14

DATE: May 21, 2014

TO: Nicole Westmoreland, Purchasing Agent

FROM: Ramon Suarez, Supervisor- Office For Career and Technical Education 
Rob Aguis, Director- Office For Career and Technical Education 

SUBJECT: 2014-2015 APEX Learning Contract-Amendment Three

Subsequent to BOARD approval, on September 4, 2012, the above referenced contract between the District School Board of Pasco County and APEX Learning was amended to reflect information on; renewal of Agreement and Terms extension, renewal of access to APEX courses, payment terms and schedule.

We respectfully request that this additional information be presented to, and approved by the BOARD.



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools



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Office For Career and Technical Education
Ramon Suarez, Supervisor
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e-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM
GEP- 012 13/14

DATE: May 21, 2014

TO: Nicole Westmoreland, Purchasing Agent

FROM: Ramon Suarez, Supervisor- Office For Career and Technical Education 
Rob Aguis, Director- Office For Career and Technical Education 

SUBJECT: 2014-2015 APEX Learning Contract-Amendment Four

Subsequent to BOARD approval, on September 4, 2012, the above referenced contract between the District School Board of Pasco County and APEX Learning was amended to reflect information on; additional Professional Development, as well as payment terms and schedule.

We respectfully request that this additional information be presented to, and approved by the BOARD.



RECEIVED

4/21/2014

2014001824

**AMENDMENT THREE
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS
BETWEEN APEX LEARNING INC. AND PASCO COUNTY SCHOOLS**

This amendment effective upon execution by both parties ("**Amendment Three**") shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of August 10, 2011 (the "**Agreement**"), as previously amended, 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 Boulevard, Land O Lakes, FL 34638-2826 ("**Client**").

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. Other than the modifications provided under Amendment One, Amendment Two, and under this Amendment Three as set forth below, the terms and conditions of the Agreement remain unchanged and in full force and effect. In consideration of the covenants and conditions set forth in this Amendment Three and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to further amend the Agreement as follows:

A. Payment Terms: The text in Section 4.2 of the Agreement is deleted in its entirety and restated as follows: "Client will pay all Apex Learning invoices issued under this Agreement either via check or Automated Clearing House (ACH) electronic transfer within thirty (30) days of the invoice date."

B. Renewal and Term Extension: The Agreement is renewed for the period August 4, 2014 through August 3, 2017. Accordingly, the Agreement Term under Section 9.1 is extended through August 3, 2017.

C. Renewal of Access to Apex Courses:

- Apex Learning will provide Client with 1,400 Unlimited Enrollment Subscriptions to Apex Learning Comprehensive Courses during the period August 4, 2014 through August 3, 2017.

Price: \$282,497.00

Each "Unlimited Enrollment Subscription" provides access for one student enrolled in Apex Learning comprehensive courses. A student may be enrolled in any number of courses to which access has been purchased at the same 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. The number of students enrolled at one time may not exceed the number of Unlimited Enrollment Subscriptions purchased. Client may purchase additional subscriptions for access during each of the 12-month periods (a) August 4, 2014 through August 3, 2015, (b) August 4, 2015 through August 3, 2016, and (c) August 4, 2016 through August 3, 2017 at \$100.00 per Unlimited Enrollment Subscription per period.

Client may purchase additional subscriptions by submitting to Apex Learning a price quote signed by Client's authorized representative and submitting a Client purchase order consistent with the price quote within 30 days.

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

- Apex Learning will invoice Client in the amount of \$94,165.67 on July 15, 2014.
- Apex Learning will invoice Client in the amount of \$94,165.67 on July 15, 2015.
- Apex Learning will invoice Client in the amount of \$94,165.66 on July 15, 2016.

<p align="center">CONTRACT REVIEWED AND APPROVED:</p> <p align="center">NW 5-23-14</p>

- Apex Learning will invoice Client for any additional subscriptions purchased as described in Section C above upon receipt of Client's purchase order.

Agreed.

Apex Learning Inc.
By: [Signature]
Print Name: Cheryl Vedoe
Title: CEO
Date: 5/19/14

Pasco County Schools
By: _____
Print Name: _____
Title: _____
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

[Signature] 5.23.14
Signature Date

Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County

CONTRACT REVIEWED
AND APPROVED:
nw 5.23.14



Apex Learning Price Quote

Pasco County Schools
 7227 Land O' Lakes Blvd
 Land O' Lakes, FL 34638-2826
 Attention: Ramon Suarez

2014 Digital Curriculum	Unit	Unit Price	Volume Discount	Multi-Year Discount	Discounted Unit Price	Quantity	Extended Price
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00			\$0.00	420	\$0.00
Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	30%	33%	\$83.33	230	\$19,165.90
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	50%	33.33%	\$100.00	750	\$75,000.00
2014 Digital Curriculum Sub-Total							\$94,165.90

2015 Digital Curriculum	Unit	Unit Price	Volume Discount	Multi-Year Discount	Discounted Unit Price	Quantity	Extended Price
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00			\$0.00	420	\$0.00
Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	30%	33%	\$83.33	230	\$19,165.90
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	40%	33.33%	\$100.00	750	\$75,000.00
2015 Digital Curriculum Sub-Total							\$94,165.90

2016 Digital Curriculum	Unit	Unit Price	Volume Discount	Multi-Year Discount	Discounted Unit Price	Quantity	Extended Price
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00			\$0.00	420	\$0.00
Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	30%	33%	\$83.33	230	\$19,165.90
ClassTools Achieve: Apex Learning Comprehensive Courses	Unlimited Enrollment Subscription	\$250.00	40%	33.33%	\$100.00	750	\$75,000.00
2016 Digital Curriculum Sub-Total							\$94,165.90
Total Price							\$282,497.70

The above prices are valid for 60 days from 5/13/2014 unless stated otherwise.
 This proposal is for budgeting purposes only.

CONTRACT REVIEWED AND APPROVED: <i>NW 5.23.14</i>



RECEIVED
4/22/2014

Contract # 2014001825

AMENDMENT FOUR
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS
BETWEEN APEX LEARNING INC. AND PASCO COUNTY SCHOOLS

This amendment effective upon execution by both parties ("Amendment Four") shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of August 10, 2011 (the "Agreement"), as previously amended, 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 Boulevard, Land O Lakes, FL 34638-2826 ("Client").

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. Other than the modifications provided under Amendment One, Amendment Two, Amendment Three, and under this Amendment Four as set forth below, the terms and conditions of the Agreement remain unchanged and in full force and effect. In consideration of the covenants and conditions set forth in this Amendment Four and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to further amend the Agreement as follows:

A. **Additional Professional Services:** Apex Learning will deliver the following Professional Services to Client during the period August 4, 2014 through August 3, 2017:

- Two (2) 6-hour days of onsite professional development.

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

- Apex Learning will invoice Client in the amount of \$2,200.00 on July 15, 2014.
- Apex Learning will invoice Client in the amount of \$2,200.00 on July 15, 2015.

Agreed.

Apex Learning Inc.

By: [Signature]

Print Name: Cheryl Vedoe

Title: CEO

Date: 5/19/14

Pasco County Schools

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

[Signature] 5.23.14
Signature Date

Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County

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: Ramon Suarez

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.

Professional Services	Unit	Unit Price	Quantity	Extended Price
Professional Services, Full day (1) Functionality Training and Best Practices - On-Site (1) Teacher Coaching and Mentoring - On-Site	Session	\$2,200.00	2	\$4,400.00
Total Professional Services Price				\$4,400.00
Total Price				\$4,400.00

The above prices are valid for 60 days from 5/13/2014 unless stated otherwise.

This proposal is for budgeting purposes only.

CONTRACT REVIEWED
AND APPROVED:
NW 5.23.14