



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

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September 4, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG / mw*

RE: **Client Agreement, Amendment Two**
Apex Learning Digital Curriculum Solutions

On July 31, 2012 the Board approved Amendment One for Apex Learning Digital Curriculum Solutions. Amendment One provides students an alternative instructional model through the use of online curriculum to recover high school credits. Attached please find client agreement Amendment Two which provides additional courses and Professional Development from Apex Learning. This amendment is being forwarded for your review **and** subsequent approval. Please reference the attached memo from Dr. John Mann, Assistant Superintendent for Curriculum & Instructional Services for further information regarding this agreement. This original contract was reviewed and approved by Ms. Nancy Alfonso, School Board Attorney on July 14, 2011. Amendment Two (attached) was approved by Ms. Nancy Alfonso, School Board Attorney on August 21, 2012.

At this time, we respectfully request your approval to add these additional services. These services will be provided during the 2012-2013 school year. Funding for this service will be through Title II Part A.

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

KDG/mw
Attachment

Date/Time: August 28, 2012 12:07:00



District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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MEMORANDUM
GEP-004-12/13

DATE: August 21, 2012

TO: HONORABLE SCHOOL BOARD MEMBERS

FROM: Heather Fiorentino, Superintendent
Dr. John Mann, Ed.D., Asst. Supt. Curriculum & Instructional Services

SUBJECT: 2012-2013 APEX Learning Contract

Subsequent to BOARD approval, on July 31, 2012, the above referenced contract between the District School Board of Pasco County and APEX Learning, was amended to reflect additional information on; APEX courses, online instruction, professional development and payment schedule, please see the following pages 1 and 2.

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



RECEIVED

8-16-12 *Allen*

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

This amendment effective on August 14, 2012 (“**Amendment Two**”) 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 by Amendment One on July 31, 2012, 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 and under this Amendment Two 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 Two 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 Apex Courses: Client may purchase Single Enrollment Subscriptions for use in the following PERT college readiness courses:

- Mathematics for College Success;
- Reading for College Success;
- Writing for College Success;
- Mathematics for College Readiness; and
- English IV: College Prep.

Price: \$50.00* per Single Enrollment Subscription.

* Price does not include instruction by an Apex Learning teacher or any materials, such as literature, which may be required for certain courses. Such materials must be purchased separately.

Each Single Enrollment Subscription provides access through August 3, 2013 for one student enrolled in one course at a time. When a student completes or is withdrawn from a course, that Single Enrollment Subscription may be used to enroll the same student in another course or to enroll a different student in a course.

B. Online Instruction: Client may purchase online instruction through the Apex Learning High School (ALHS) for students enrolled in the PERT college readiness courses listed in Section A above.

Price: \$250.00 per semester course enrollment.

C. Professional Development: Client may purchase professional development at the following prices:

1. 3-hour online professional development sessions.

Price: \$600.00 per session.

2. Onsite professional development.

Price: \$2,200 per 6-hour day, inclusive of travel and other expenses related to the delivery of professional development, if scheduled a minimum of two (2) weeks in advance of delivery; or

\$1,500.00 per 6-hour day plus travel and other expenses related to the delivery of professional development, if scheduled less than two (2) weeks in advance of delivery.

<p style="text-align: center;">CONTRACT REVIEWED AND APPROVED:</p> <p style="text-align: center;"><i>KDG</i> <i>8-24-12</i> <i>[Signature]</i></p>
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D. Payment Schedule:

Apex Learning will invoice Client for purchases made under this Amendment Two as follows:

1. Apex Learning will invoice Client by the fifth business day of each month through September 9, 2013 for new Single Enrollment Subscriptions in the previous month.
2. Apex Learning will invoice Client by the fifth business day of each month through September 9, 2013 for each new course enrollment to which an ALHS teacher was assigned to provide online instruction in the previous month.
3. Apex Learning will invoice Client for professional development following delivery of such services.

Agreed.

Apex Learning Inc.

By: *gvd*

Print Name: Cheryl Vedoe

Title: CEO

Date: 8/15/12

Pasco County Schools

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACT REVIEWED
AND APPROVED:
KDG / 824.12
mm