



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 31, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

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

The attached client agreement amendment 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 original contract was reviewed and approved by Ms. Nancy Alfonso, School Board Attorney on July 14, 2011. Amendment One (attached) was approved by Ms. Nancy Alfonso, School Board Attorney on July 18, 2012.

At this time, we respectfully request your approval to enter into the second year of a three-year agreement with the above-referenced company. This original agreement is available for review in the Purchasing Department. The second year of the agreement will cover the period of August 4, 2012 through August 3, 2013. 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: July 24, 2012 11:03:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

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Heather Fiorentino, Superintendent

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Curriculum and Instructional Services
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352/ 524-2209 E-mail: rsuarez@pasco.k12.fl.us

MEMORANDUM
CIS-DIR-13-001

Date: July 31, 2012

To: Kendra Goodman, Director, Purchasing Department

From: Vanessa Hilton, Director of Curriculum & Instructional Services *VH*
Ramon Suarez, Supervisor, Curriculum & Instructional Services *RS*

Subject: Client Agreement for APEX LEARNING DIGITAL CURRICULUM SOLUTIONS

Attached is the Client Agreement for Apex Learning Digital Curriculum Solutions. The original contract was Board Approved on July 26, 2011. The terms of the agreement is for 3 years, renewable annually. There were no changes made to the original agreed upon contract.

Approval will allow the Cohort Credit Recovery Program to continue to 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.

Funding source will be: Title II Part A

If you have any questions please contact Ramon Suarez at 42209

RS:mlr

Cc: Lori Wiggins, Supervisor, Curriculum and Instructional Services



RECEIVED

7/11/12 *plm*

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

This amendment effective on execution by both parties ("Amendment One") shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of August 10, 2011 (the "Agreement") 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 modification provided 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 One and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- I. **Renewal Term:** Client hereby renews the Agreement for the First Renewal Term as restated in this Amendment One and the Agreement Term under Section 9.1 is extended through August 3, 2013. Apex Learning will invoice Client for the First Renewal Term as stated in Exhibit B, Payment Schedule.
- II. **Restatement of and Renewal under the First Renewal Term (August 4, 2012 through August 3, 2013):**

A. *First Renewal Term.* The text in Exhibit A regarding the First Renewal Term is deleted in its entirety and restated as follows:

1. *Apex Courses:*

- Access to all ClassTools Achieve courses for a maximum of 1,170 Enrolled Students during the First Renewal 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 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

CONTRACT REVIEWED
AND APPROVED:
Kay 7/19/12

RECEIVED



III. Restatement of the Second Renewal Term (August 4, 2013 through August 3, 2014).

A. *Second Renewal Term.* Client may, pursuant to Section 9.1 of the Agreement, enter into the Second Renewal Term, the text of which as stated in Exhibit A is deleted in its entirety and restated as follows:

1. *Apex Courses:*

- Access to all ClassTools Achieve courses for a maximum of 1,170 Enrolled Students during the Second Renewal 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 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

Agreed.

Apex Learning Inc.
 By: 
 Print Name: Cheryl Vedoe
 Title: CEO
 Date: 5/23/12

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

CONTRACT REVIEWED
 AND APPROVED:
