Apex Learning Price Quote



WOODLAND SCHOOL DISTRICT 404 800 3RD ST WOODLAND, WA 98674-8467

Attention: Debbie

WOODLAND SCHOOL DISTRICT 404 has requested a price quote from Apex Learning® for digital curriculum and related services. Apex Learning proposes the following comprehensive solution to meet your goals and objectives.

| Solution | Unit | Unit Price | Volume Discount % | Multi-Year Discount % | Quantity | Extended Price |
|---|------------------|------------|----------------------|--------------------------|----------|----------------|
| ClassTools Achieve: All Apex Learning general studies and AP courses; District Flex | enrolled student | \$200.00 | 50 | 0 | 300 | \$30,000.00 |
| Professional Services: Online; 3 hour session | session | \$600.00 | 0 | 0 | 2 | \$1,200.00 |
| | | | | \$31,200.00 | | |

^{*} Multi-year discount based on full payment on execution of agreement. The above prices are valid for 30 days from 3/15/2010.

The access start date is as stated in the contract between WOODLAND SCHOOL DISTRICT 404 and Apex Learning. If the purchase is via purchase order and there is no contract, the access start date is the date specified on the purchase order, and if not specified, the access start date is the date of the purchase order. Please see Attachment A for additional information regarding access to Apex Learning digital curriculum and related services.

| Thank you for your consideration of an Apex Learning digital curriculum solution for your instructional programs. To complete this purchase, Apex Learning requires a signed copy of this price quote, an executed contract, and/or a purchase order for the total solution price. Please fax to the attention of David Reasoner at (206) 381-5601. | | | | | | | | | |
|---|------|--------------|--|--|--|--|--|--|--|
| Signature | Date | Printed Name | | | | | | | |

Attachment A

Purchasing Apex Learning Digital Curriculum and Services

1. Apex Learning Digital Curriculum

Apex Learning will host and make available the digital curriculum specified in the price quote for access and use by the client's authorized users as follows:

- Access to ClassTools Achieve[®] and ClassTools VirtualTM courses is for a period of 12 months from the access start date.
- Access to High School Exam Prep courses is for a period of 12 months from the access start date.
- Access to AP Exam Review is from the access start date through the following June 30.

Access to each of the above Apex Learning solutions is per Enrolled Student. An "Enrolled Student" is defined as one student enrolled in one or more of the courses for which access is purchased. An Enrolled Student may be enrolled simultaneously in any number of courses for which access is purchased. For example, if access is purchased to ClassTools Achieve, a student may be enrolled in any number of ClassTools Achieve courses. If during the access period a student is withdrawn from all courses for which access is purchased, the client may enroll another student as long as the maximum number of Enrolled Students for whom access is purchased is not exceeded at one time.

If the number of Enrolled Students in a solution at one time exceeds the number of Enrolled Students for whom access is purchased, Apex Learning will give the client the opportunity to (1) withdraw students so that the total number of Enrolled Students does not exceed the number for whom access is purchased or (2) to place an add-on order to purchase access for additional students at the price per student of the original order. If access is purchased for additional Enrolled Students, the period of access will be through the expiration date for the original order.

Under the Flex Price option a school district has the flexibility to have up to 20% more Enrolled Students at one time than the number of students for whom access is purchased at no additional charge (i.e. the maximum number of Enrolled Students at one time is 120% of the number for whom access is purchased). If the number of Enrolled Students at one time exceeds the number of Enrolled Students for whom access is purchased by more than 20%, Apex Learning will give the client the opportunity to (1) withdraw students so that the total number of Enrolled Students does not exceed the number for whom access is purchased by more than 20% or (2) to place an add-on order to purchase access for additional students at the price per student of the original order. A count of the number of Enrolled Students is made on the first business day of each month.

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

<u>Scheduling</u>: 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.

<u>Cancellations</u>: 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.

<u>Expiration</u>: 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.